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FINAL TITLE SEARCH REPORT FOR GULFCO MARINE SITE FREEPORT, TEXAS

VOLUME 1 OF 4 TITLE REPORT AND ABSTRACTS

Contract No.: 68-W-00-091

Submitted to:

U.S. Environmental Protection Agency Region VI Dallas, Texas

Submitted by:

Science Applications International Corporation 405 Urban Street Lakewood, Colorado 80228

November, 2000

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1.0 INTRODUCTION

The United States Environmental Protection Agency (US EPA) Region VI requested that SAIC review title documents at the Brazos Coast Investment Company Subdivision, Division 8 site. The site is located at 906 Marlin Avenue, Freeport, Texas, 77541. The site consists of Tract Nos. 21 through 25 of the Bridge Harbor Division on the south side of Marlin Avenue (main facility) and Tracts 55 through 58 of the Bridge Harbor Division on the north side of Marlin Avenue (Figure 1, Brazoria County Tax Map). Tract Nos. 21 through 25 are approximately four acre tracts bordered on the south by the Intracoastal Waterway, making the primary facility approximately 20 acres in size. Tracts 55 through 58 are approximately five acre tracts on the north side of Marlin Avenue, totaling twenty acres (see Figure 2, and Figure 3, Aerial Photos, Brazoria County, B. C. I. C., Division 8). Over the years, through conveyances to the United States of America, the total acreage of the site affecting Tract Nos. 21-25 has decreased, due to easements and condemnation for the purpose of constructing, improving, and maintaining an Intracoastal Waterway from the Mississippi River.

The objective of this title search was to compile existing information, identify gaps and conduct research to fill in the gaps, and to identify the past and present owner or owners of the real property comprising the site from the 1930s to the present.

Information obtained from the title documents is referenced in this report. Title documents are listed in Appendix A. Title documents are cited as D-1, D-2, D-3, etc. The title abstracts are located in Appendix B and Attachment 2 contains the title tree diagrams.

1.1 Methodology

The U.S. Environmental Protection Agency's primary contact for this work assignment, Ms. Janice Bivens, was contacted to discuss the history and research objectives for this assignment and to obtain specific directions regarding the information to be developed. The SAIC Primary Investigator for this work assignment is Mr. Reed Haddock.

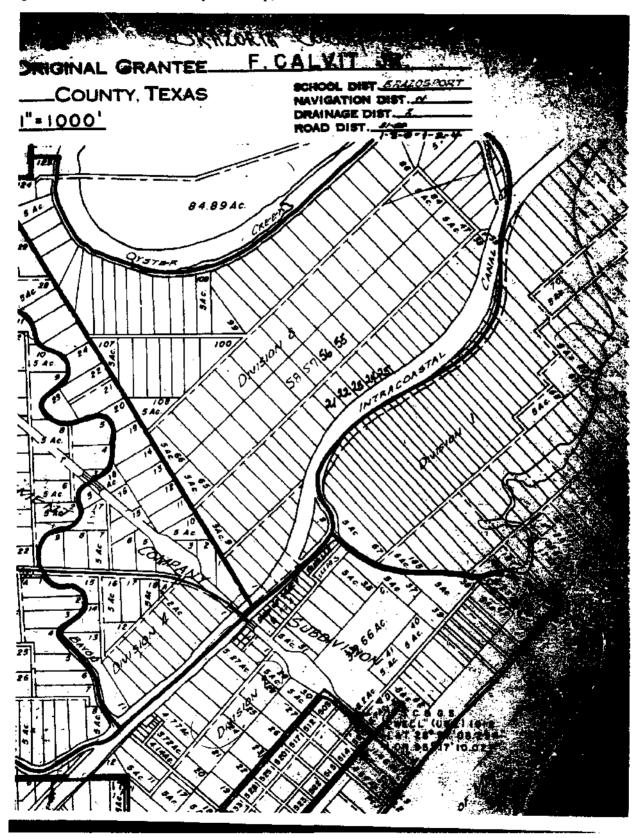
SAIC, through SAIC's Task Order Manager, Mr. Robert Fodor, received title documents for the Gulfco Marine site on October 5, 2000. These documents were collected by Stewart Title of Brazoria County, Inc. The documents cover activities at the site from the 1930s to the present. The condition of title for the Gulfco, Inc., site is described in the title narrative.

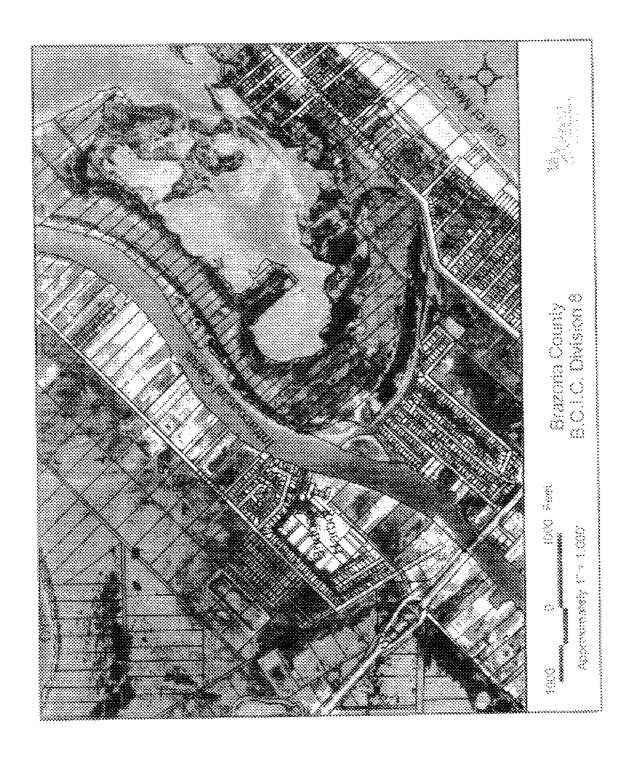
1.2 Legal Description

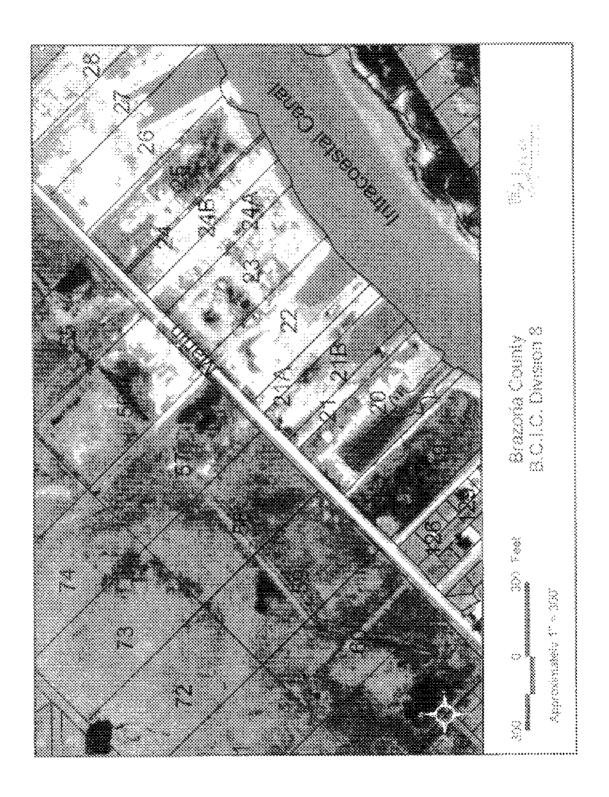
A legal description for Tract Nos. 21, 21A, 21B, 22, 23, 24, 24A, 25, 55, 56, 57, and 58 follows:

Tract 21 originally was conveyed in a parcel of about four acres. Later, the same property was conveyed as three separate parcels, totaling four acres: Tract 21A, Tract 21B and a smaller Tract 21. The three tracts are conveyed separate for the first time in two deeds: a Partition Deed, dated May 31, 1966, between Sam E. Dunnam, a/k/a S.E. Dunnam, Jr., Executor of the Estate of Virginia Illig Dunnam and Sam E. Dunnam, Carter Byron Christie, Kay Christie, Craig Hart

Figure 1 Brazoria County Tax Map, Subdivision 8







Christie, Dr. Carl M. Carroll, Jr., and Fred H. Ramer, Sr., recorded on May 20, 1969 (D-27) and in a Deed, dated July 2, 1969, between Carl M. Carroll, Jr., and Fred H. Ramer, Sr., and Billy G. Sandlin and Bobby L. Tanner, recorded on September 5, 1969 (D-30). The following legal description located at D-2 describes Tract Nos.21: Tract No. 21, in Subdivision 8 of the F. J. Calvit League, Abstract No. 51; said Tract No. 21 being 5 acres of land, more or less, situated in the County of Brazoria and State of Texas. Tract No. 21 was partition out into Tract No. 21A, 21, and 21B (D-27).

The following legal description describes Tract No. 21A:

Beginning at an iron rod in the Northeast line of Tract 21, Brazos Coast Investment Company Subdivision No. 8, F. J. Calvit League, Abstract 51, Brazoria County Texas. Said beginning point S 45 degrees 36 feet East 20 feet from the original North corner of said Tract 21;

THENCE, South 45 degrees 36 minutes East along the division line of Tracts 21 and 22, at 650 feet pass an iron rod, a total distance of 661 feet to the Bank of the Intracoastal Canal;

THENCE, South 42 degrees 40 minutes West 65.96 feet along the Bank of the Intracoastal Canal to a point for corner;

THENCE, North 45 degrees 36 minutes West, at 13 feet pass an iron rod, a total distance of 663.00 feet to an iron rod in the Southeast right-of-way line of County Road No. 756;

THENCE, North 44 degrees 24 minutes East 65.93 feet along said Southeast right-of-way line to the place of beginning.

The above described tract contains 1.002 acres of land more or less and is known as Tract No. 21A (D-27);

The following legal description describes Tract No. 21:

Beginning at an iron rod which bears South 45 degrees 36 minutes East 20 feet and South 44 degrees 24 minutes West 197.78 feet from the original North corner of Tract 21, Brazos Coast Investment Company Subdivision No. 8, F. J. Calvit League, Abstract 51, Brazoria County, Texas,

THENCE, South 45 degrees 36 minutes East at 640 feet pass an iron rod, a total distance of 649.00 feet to the bank of the Intracoastal Canal to a point for corner;

THENCE, South 48 degrees 44 minutes West 66.11 feet along the Bank of the Intracoastal Canal to a point for corner;

THENCE, North 45 degrees 36 minutes West along the division line of Tracts 20 and 21, at 14 feet pass an iron rod, a total distance of 654 feet to an iron rod in the Southeast right-of-way line of County Road No. 756;

THENCE, North 44 degrees 24 minutes East 65.92 feet along said Southeast right-of-way line to the place of beginning.

The above described tract contains 0.986 acre of land more or less and is known as Tract No. 21 (D-27);

The following legal description describes Tract No. 21B:

Beginning at an iron rod which bears South 45 degrees 36 minutes East 20 feet and South 44 degrees 24 minutes West 65.93 feet from the original North corner of Tract 21, Brazos Coast Investment Company Subdivision No. 8, F. J. Calvit League, Abstract 51, Brazoria County, Texas,

THENCE, South 45 degrees 36 minutes East at 650 feet pass an iron rod, a total distance of 663.00 feet to the bank of the Intracoastal Canal to a point for corner;

THENCE, South 50 degrees 30 minutes West 132.60 feet along the bank of the Intracoastal Canal to a point for corner;

THENCE, North 45 degrees 36 minutes West at 9 feet pass an iron rod, a total distance of 649 feet to an iron rod in the Southeast right-of-way line of County Road No. 756;

THENCE, North 44 degrees 24 minutes East 131.85 feet along said Southeast right-of-way line to the place of beginning.

The above described tract contains 1.986 acre of land more or less and is known as Tract No. 21B (D-27);

Tract No. 22, Brazos Coast Investment Company Subdivision No. 8, F. G. Calvit League, Abstract No. 51, Brazoria County, Texas (D-71);

Tract No. 23, being 5 acres, in sub-division No. 8 of the F. J. Calvit, Abstract 51 of Brazos Coast Investment Company's subdivision and Survey, according to the map or plat of same on file in the office of the County Clerk of Brazoria County, Texas (D-86);

Tract No. 24, in Division No. 8 of the Brazos Coast Investment Company's Subdivision in the F. J. Calvit League, Abstract No. 51, in Brazoria County, Texas, being the same land conveyed to T. T. Stratton by the Sheriff of Brazoria County on September 22, 1932 (D-112);

A portion of Tract No. 24 was conveyed by a Deed, on February 14, 1975, between J. O. Angle and Gulfco, Inc., a Texas corporation, recorded on February 14, 1975 (D-147). This portion is now known as Tract No. 24A. The following legal description describes Tract No. 24A:

The surface only of a lot 110 feet wide off of the West or Southwest side of Tract Number 24 out of the Brazos Coast Investment Company's subdivision Number 8, F. J. Calvit, Jr., Survey,

Abstract Number 51, Brazoria County, Texas, said 110 feet wide lot being described by metes and bounds as follows:

Beginning at the Northwest corner of said Tract Number 24, same being in the Southeast right-of-way line of a 60 foot road;

THENCE, North 44 degrees 24 minutes East a distance of 110 feet along said road right-of-way line to a point in said line for the Northeast corner;

THENCE, South 45 degrees 36 minutes East to a point on the North bank of the Intracoastal Canal for the Southeast corner;

THENCE, in a Westerly direction following the meanders of said canal to the Southwest corner of said Tract 24 for corner;

THENCE, North 45 degrees 36 minutes West along the Southwest or West line of said Tract 24 a distance of 737.48 feet, more or less, to the place of beginning (D-130 and D-147));

Another portion of Tract 24, was conveyed in a Deed dated November 17, 1964, from A.B. Williamson and wife, Margaret G. Williamson to Vernon C. Wilson (D-133). The following legal description describes this portion of Tract No. 24:

The surface only of a lot 110 feet wide out of Tract Number 24, out of the Brazos Coast Investment Company's subdivision Number 8, F. J. Calvit, Jr. Survey, Abstract Number 51, Brazoria County, Texas, described by metes and bounds as follows:

Beginning at a point 110 feet North 44 degrees 24 minutes East of the Northwest corner of Tract Number 24, same being in the Southeast right-of-way line of a 60 foot road;

THENCE, North 44 degrees 24 minutes East a distance of 110 feet along said road right-of-way line to a point in said line for the Northeast corner of this tract;

THENCE, South 45 degrees 36 minutes East to a point on the North bank of the Intracoastal Canal for the Southeast corner of this lot;

THENCE, in a Westerly direction following the meanders of said canal approximately 110 feet to the Southeast corner of Tract 24A, said point being the Southwest corner of this tract:

THENCE, North 45 degrees 36 minutes West and parallel to the Southwest or West line of said Tract 24 a distance of 737.48 feet, more or less, to the place of beginning. (D-133).

Tract No. 25, in Division No. 8 in the Brazos Coast Investment Company Subdivision of part of the F. J. Calvit League, Abstract No. 51 in Brazoria County, Texas according to the recorded plat of such subdivision in Plat Book No. 2, page 144 (D-157);

Tract No. 55, in Division No. 8 of the Brazos Coast Investment Company subdivision of the F. J. Calvit Survey, Abstract No. 51 in Brazoria County, Texas according to the Map of said subdivision duly recorded in the Deed Records of Brazoria County, Texas (D-169);

Tract No. 56, Brazos Coast Investment Company Subdivision, Division No. 8, F. J. Calvit League, Abstract 51, in Brazoria County, Texas, according to the map or plat recorded n the office of the County Clerk of Brazoria County, Texas (D-184);

Tract No. 57, being 5 acres known as Tract No. 57, in Subdivision No. 8, of the Brazos Coast Investment Company's Subdivision of Abstract No. 51, F. J. Calvit (D-187);

Tract No. 58, a 5 acre tract of land known as Lot No. 58, located in the Brazos Coast Investment Company Subdivision No. 8, F. J. Calvit Survey, Abstract No. 51, Brazoria County, Texas (D-202).

2.0 CURRENT OWNERSHIP INFORMATION FOR THE GULFCO MARINE SITE

Current Ownership information is illustrated in Figure 4, Ownership Chart. This information was obtained from the title documents provided by Stewart Title of Brazoria County, Inc., and confirmed or supplemented by an Internet search using ChoicePoint formally known as CDB Infotek (www.cdb.com) and Infospace White Pages database (www.infospace.com) when the address and telephone number was missing from the county records.

Over the years, through conveyances to the United States of America, the total acreage of the site affecting Tract Nos. 21-25 has decreased, due to easements and condemnation for the purpose of constructing, improving, and maintaining an Intracoastal Waterway from the Mississippi River. The current total acreage identified in Figure 4 is 39.51 acres, compared to the original 40 acres.

Figure 4 Current Ownership Chart									
Current Owner of Record	Ownership Interest	Assessor's Parcel #	Description	Owner's Mailing Address	Owner's Telephone #	Parcel Size (acres)			
LDL Coastal Limited Liability Partnership*	27.650 acres in Brazoria County, Freeport, TX	Tract Nos. 21-21A- 21B-22- 24-24A- 25-55-57- 58	906 Marlin Dr CR 756, Freeport, TX 77541	P. O. Box 24727 Houston, TX 77229- 4727	N/A	27.650			
LDL Coastal Limited Liability Partnership*	5 acres in Brazoria County, Freeport, TX	Tract No. 23	N/A Marlin Avenue Freeport, TX 77541	P. O. Box 24727 Houston, TX 77229- 4727	N/A	5.00			
Jack Palmer and Ron Hudson	5 acres in Brazoria County, Freeport, TX	Tract No. 56	N/A	1509 Alta Vista Drive Alvin, TX 77511- 3101	281-388-1959	5.00			
Vernon C. Wilson**	Owns a Lot 110 feet wide in Tract No. 24.	A portion of Tract No. 24	A Lot 110 feet wide in Tract No. 24.	2910 Tidewater Drive, Houston, TX 77045	N/A	110 feet - Estimated to be 1.86 acres			
TOTAL						39,51			

^{*} The registered agent for LDL Coastal Limited Liability Partnership is Allen B. Daniels, 1177 West Loop South, Suite 1725, Houston, TX 77027. The General Partner is LDL Management, LLC, 1177 West Loop South, Suite 1725, Houston, TX 77027.

^{**} ChoicePoint shows Vernon C. Wilson is deceased as of March 20, 1998. Vernon C. Wilson's Social Security number is 457-46-6336.

3.0 TITLE NARRATIVE

This section describes gaps and other items of note in the chain-of-title for the Gulfco Marine Maintenance site. The chain-of-title provided by SAIC starts in the 1930s and follows the Gulfco Marine Maintenance site comprised of nine tracts of land, containing 20 acres on the south side of Marlin Avenue and containing 20 acres on the north side of Marlin Avenue. The following title narrative is based on the findings of Stewart Title of Brazoria County, Inc., covering nine tracks of land containing a total of 37.650 acres. Over the years, through conveyances to the United States of America, the total acreage of the site affecting Tract Nos. 21-25 has decreased, due to easements and condemnation for the purpose of constructing, improving, and maintaining an Intracoastal Waterway from the Mississippi River.

3.1 Tract No. 21, 21A, and 21B, Brazoria County, Texas

There is a possible gap in title between the first conveyance (D-1) and the subsequent conveyances (D-2, D-3). The property description in D-1 is vague, but it does not specify this tract. D-1 may not apply to this tract. A subsequent deed at D-112 purports to clarify the property included in D-1, but D-112 does not specify this tract.

Several of the deeds for this tract purport to convey percentage shares larger than the grantor may own (e.g., compare D-4 and D-7). However, uncertainties in the percentage ownership are resolved in D-27, which joins all surface owners in a partition deed.

The deed at D-47 purports to convey an interest that was previously conveyed in D-27. There is no record source of title for D-47, which does not refer to D-27.

There is a possible gap in title between D-60 and D-63. Because of the similarity of names between the grantee in D-60 and the grantor in D-63, the gap may not be real. It might be possible to close the gap by viewing the bankruptcy records of the grantor in D-63.

On February 7, 1935, T. T. Stratton conveyed an undivided 1/3 interest to Harrison Oil Company, an undivided 1/3 to J. S. Abercrombie Co., and an undivided 2/9 interest to Frank K. Stevens in property located in Subdivision No. 8, Brazos Coast Investment Company (D-1). T. T. Stratton reserved an undivided 1/9th interest in the property to himself. Note, the exact property description was left out of the conveyance document resulting in a break in the chain of title.

On March 30, 1936, T. T. Stratton conveyed an undivided ½ interest in a five acre tract of land known as Tract No. 21, Subdivision No. 8, Brazos Coast Investment Company Subdivision to R. M. Lee (D-2).

Thomas J. Jones through a Quit Claim Deed recorded July 22, 1938, conveyed to J. W. Stone, all interest in a five acre tract of land known as Tract No. 21, Subdivision No. 8, Brazos Coast Investment Company Subdivision (D-3). This is the same 5 acre tract of land conveyed August 31, 1909, by Carlos Bee, et al. to Thomas J. Jones.

On October 25, 1938, J. W. Stone conveyed to H. Merlyn Christie and S. E. Dunnam, Jr., an undivided ½ interest in a five acre tract of land known as Tract No. 21, Subdivision No. 8, Brazos Coast Investment Company Subdivision (D-4).

On the next day, J. W. Stone conveyed to T. T. Stratton, an undivided 1/8th interest in all oil and gas royalties and other minerals located in Tract No. 21, Subdivision No. 8, Brazos Coast Investment Company Subdivision (D-5).

On November 14, 1938, T. T. Stratton and Mabel H. Stratton, his wife, conveyed to Miss Eleanor Adriance Stevens, an undivided 1/16th interest in all oil and gas royalties and other minerals located in Tract No. 21, Subdivision No. 8, Brazos Coast Investment Company Subdivision (D-6).

A Correction Deed was recorded by J. W. Stone to H. Merlyn Christie and S. E. Dunnam, Jr., on December 19, 1938 (D-7). This deed corrects the deed at D-4, excepting a 1/64th non-participating royalty interest conveyed to T. T. Stratton.

A Quit Claim Deed recorded February 15, 1939, between Mrs. R. M. Lee, widow of R. M. Lee, et al., conveyed an undivided ½ interest in a five acre tract of land known as Tract No. 21, Subdivision No. 8, Brazos Coast Investment Company Subdivision to J. W. Stone (D-8). At this conveyance the chain-of-title is whole (see D-2).

On March 23, 1939, J. W. Stone conveyed to Rika Royalty Company, an undivided 1/4 interest in a five acre tract of land known as Tract No. 21, Subdivision No. 8, Brazos Coast Investment Company Subdivision, excepting a 1/64th non-participating royalty interest conveyed to T. T. Stratton (D-9).

On May 18, 1939, H. Merlyn Christie and S. E. Dunnam, Jr., through a Right-of-Way, conveyed an easement and right of way in a five acre tract of land known as Tract No. 21, Subdivision No. 8, Brazos Coast Investment Company Subdivision to the United States of America for the purpose of constructing, improving, and maintaining an Intracoastal Waterway from the Mississippi River (D-10). The Grantors reserve all rights and privileges in Tract No. 21 not converted into public navigable waters.

On May 18, 1939, T. T. Stratton, Mrs. R. M. Lee, a widow, and Mary Louise Lee, through a Right-of-Way, conveyed to the United States of America an easement in a five acre tract of land known as Tract No. 21, Subdivision No. 8, Brazos Coast Investment Company Subdivision, for the deposit of dredged materials thus creating a necessary spoil dump in the construction and maintenance of a navigable waterway of the United States of America (D-11). The Grantors reserve all rights and privileges in Tract No. 21 not converted into public navigable waters.

On May 18, 1939, J. W. Stone, through a Right-of-Way, conveyed to the United States of America an easement in a five acre tract of land known as Tract No. 21, Subdivision No. 8, Brazos Coast Investment Company Subdivision, for the deposit of dredged materials thus creating a necessary spoil dump in the construction and maintenance of a navigable waterway of the United States of America (D-12). The Grantors reserve all rights and privileges in Tract No. 21 not converted into public navigable waters.

On August 4, 1939, Rika Royalty Company, through a Right-of-Way, conveyed to the United States of America an easement in a five acre tract of land known as Tract No. 21, Subdivision No. 8, Brazos Coast Investment Company Subdivision, for the deposit of dredged materials thus creating a necessary spoil dump in the construction and maintenance of a navigable waterway of the United States of America (D-13). The Grantors reserve all rights and privileges in Tract No. 21 not converted into public navigable waters.

On February 12, 1943, Rika Royalty Company conveyed an undivided 1/4 interest in a five acre tract of land known as Tract No. 21, Subdivision No. 8, Brazos Coast Investment Company Subdivision to J. W. Stone, excepting a 1/64th non-participating royalty interest conveyed to T. T. Stratton (D-14).

Through a Mineral Deed, recorded September 21, 1950, J. W. Stone conveyed to Mary Ethel Paine an undivided 1/4 interest in mineral and royalty interest in a five acre tract of land known as Tract No. 21, Subdivision No. 8, Brazos Coast Investment Company Subdivision, excepting a 1/64th non-participating royalty interest conveyed to T. T. Stratton (D-15).

On September 3, 1954, J. W. Stone conveyed to E. C. Allen an undivided 1/4 interest in a five acre tract of land known as Tract No. 21, Subdivision No. 8, Brazos Coast Investment Company Subdivision (D-16).

Through a Special Warranty Deed, recorded February 13, 1957, E. C. Allen conveyed to Fred H. Ramer an undivided 1/4 interest in a five acre tract of land known as Tract No. 21, Subdivision No. 8, Brazos Coast Investment Company Subdivision (D-17).

On March 12, 1957, J. W. Stone conveyed to Mary Ethel Paine an undivided ½ interest in mineral and royalty interest in a five acre tract of land known as Tract No. 21, Subdivision No. 8, Brazos Coast Investment Company Subdivision (D-18).

Through a Warranty Deed, recorded June 10, 1957, J. W. Stone conveyed to Rev. E. C. Allen an undivided ½ interest in a five acre tract of land known as Tract No. 21, Subdivision No. 8, Brazos Coast Investment Company Subdivision, excepting oil, gas and other minerals (D-19).

On November 27, 1957, E. C. Allen conveyed to C. C. Childers an undivided ½ interest in a five acre tract of land known as Tract No. 21, Subdivision No. 8, Brazos Coast Investment Company Subdivision, excepting oil, gas and other minerals (D-20).

Through a Warranty Deed, recorded May 5, 1961, C. C. Childers conveyed to Fred H. Ramer, Sr., an undivided ½ interest in a five acre tract of land known as Tract No. 21, Subdivision No. 8, Brazos Coast Investment Company Subdivision, excepting oil, gas and other minerals (D-21).

On August 15, 1961, through a Right-of-Way, Fred H. Ramer, Sr., conveyed to Brazoria County a strip of land twenty feet in width extending across the NW end of Tract No. 21, Subdivision No. 8, Brazos Coast Investment Company Subdivision (D-22).

On the same day, through a Right-of-Way, H. Merlyn Christie and Sam E. Dunnam, Jr., conveyed to Brazoria County a strip of land twenty feet in width extending across the NW end of Tract No. 21, Subdivision No. 8, Brazos Coast Investment Company Subdivision (D-23).

Through a Warranty Deed, Fred H. Ramer, Sr., conveyed to Dr. Carl M. Carroll, Jr., an undivided $\frac{1}{2}$ interest in a five acre tract of land known as Tract No. 21, Subdivision No. 8, Brazos Coast Investment Company Subdivision, excepting oil, gas and other minerals, recorded August 3, 1962 (D-24).

On September 3, 1968, H. Merlyn Christie conveyed to Carter Byron Christie, Kay Christie and Craig Hart Christie, conveyed an undivided 1/8 interest in all oil, gas and other minerals (D-25).

On October 7, 1964, through a Tax Suit by the Brazosport Independent School District, Plaintiffs and W. J. D. Way, et al., Defendants, is recorded. It is order that the Defendants pay past due taxes, penalties, and interest for all delinquent tax years on numerous property including the SE 1/8 of Tract No. 21, Subdivision No. 8, Brazos Coast Investment Company Subdivision (D-26).

A Partition Deed, recorded May 20, 1969, between Sam E. Dunnam, a/k/a S. E. Dunnam, Jr., individually and as Executor of the Estate of Virginia Illig Dunnam, Deceased, conveyed to Sam E. Dunnam, Carter Byron Christie, Kay Christie, Craig Hart Christie, Dr. Carl M. Carroll, and Fred H. Ramer, Sr., a portion on Tract No. 21, Subdivision No. 8, Brazos Coast Investment Company Subdivision. An undivided ½ interest goes to Sam E. Dunnam and the remaining undivided ½ interest of what is now known as Tract No. 21A (1.002 acres) goes to Carter Byron Christie, Kay Christie, and Craig Hart Christie; Dr. Carl M. Carroll, Jr., receives all of Tract 21B (1.986 acres); and Fred H. Ramer, Sr., receives all of Tract 21 (0.986 acres) (D-27).

On August 1, 1969, Sam E. Dunnam, individually and as Trustee for the Virginia Illig Dunnam and Carter Byron Christie, Kay Christie, and by Craig H. Christie conveyed to Gulfco Marine Maintenance, Inc., a corporation, Tract No. 21A (1.002 acres), Subdivision No. 8, Brazos Coast Investment Company Subdivision (D-28). This property is subject to all outstanding mineral, royalty, and right-of-way conveyances.

On September 5, 1969, Carl M. Carroll, Jr. and Fred H. Ramer, Sr., conveyed to Billy G. Sandlin and Bobby L. Tanner all of Tract 21B (1.986 acres), and all of Tract 21 (0.986 acres), Subdivision No. 8, Brazos Coast Investment Company Subdivision (D-29). This property is subject to all outstanding mineral, royalty, and right-of-way conveyances.

On this same day, Billy G. Sandlin and Bobby L. Tanner, conveyed to Gulfco Marine Maintenance, Inc., a corporation, all of Tract 21B (1.986 acres), and all of Tract 21 (0.986 acres), Subdivision No. 8, Brazos Coast Investment Company Subdivision (D-30). This property is subject to all outstanding mineral, royalty, and right-of-way conveyances.

On this same day, a Deed of Trust is secured by Gulfco Marine Maintenance, Inc., a corporation. Fred A. Palmer, Jr. Trustee for First State Bank, Clute, Texas secures a payment in the amount of \$10,000.00, on real property known as Tract 21B (1.986 acres), and all of Tract 21 (0.986 acres), Subdivision No. 8, Brazos Coast Investment Company Subdivision (D-31).

On December 17, 1970, a Deed of Trust is secured by Gulfco Marine Maintenance, Inc., a corporation. D. V. Collins, Trustee for The First Freeport National Bank secures payment of a note in the sum of \$162,000.00, on real property that includes Tract No. 21, Subdivision No. 8, Brazos Coast Investment Company Subdivision (D-32).

A Release of Lien is recorded by First State Bank of Clute, Texas to Gulfco Marine Maintenance, Inc., a corporation on December 28, 1970 (D-33). This releases the promissory note at D-31.

On April 27, 1971, a Deed of Trust is extended and renewed by Gulfco Marine Maintenance, Inc., a corporation. D. V. Collins, Trustee, for The First Freeport National Bank secures payment of a note in the sum of \$162,000.00, on real property that includes Tract No. 21, Subdivision No. 8, Brazos Coast Investment Company Subdivision (D-34). See D-32.

On October 24, 1975, a General Warranty Deed from Gulfco, Inc., a Texas corporation, formerly known as Gulfco Marine Maintenance, Inc., a corporation, conveyed to Chromally American Corporation, a Delaware corporation Tract No. 21, 21A, 21B, all of Tract No. 22, Tract No. 24A, and Tract No. 56, Subdivision No. 8, Brazos Coast Investment Company Subdivision (D-35). This property is subject to all outstanding mineral, royalty, and right-of-way conveyances.

On April 2, 1976, a Deed of Trust is secured by Chromalloy American Corporation, a Delaware corporation. Ralph E. David, Trustee, for First Freeport National Bank secures payment of a note in the sum of \$189,049.01 on real property that includes Tract No. 21, 21A, 21B, all of Tract No. 22, and Tract No. 56, Subdivision No. 8, Brazos Coast Investment Company Subdivision (D-36). See D-34.

On April 10, 1979, an Assumption Deed is recorded, between Chromalloy American Corporation, a Delaware corporation and Gulfco, Inc., a Texas corporation (D-37). The Grantor conveyed all real property that includes Tract No. 21, 21A, 21B, all of Tract No. 22, Tract No. 24A, and Tract No. 56, Subdivision No. 8, Brazos Coast Investment Company Subdivision, excepting all outstanding mineral, royalty, and right-of-ways conveyances.

On April 10, 1979, a Deed of Trust is secured by Gulfco, Inc., a Texas corporation. Ralph E. David, Trustee, for First Freeport National Bank secures payment of a note in the sum of \$400, 000.00 on real property that includes Tract No. 21, 21A, 21B, all of Tract No. 22, and Tract No. 56, Subdivision No. 8, Brazos Coast Investment Company Subdivision (D-38). See D-37.

On April 16, 1979, a Deed of Trust to Secure Assumption, is secured by Gulfco, Inc., a Texas corporation. Len Allen, Trustee, for First Freeport National Bank secures payment of a note in the sum of \$189,049.01 on real property that includes Tract No. 21, 21A, 21B, all of Tract No. 22, and Tract No. 56, Subdivision No. 8, Brazos Coast Investment Company Subdivision (D-39). See D-36.

A Deed of Trust, recorded November 14, 1979, is secured by Gulfco, Inc., a Texas corporation. Ralph E. David, Trustee, for The First Freeport National Bank secures payment of a note in the

sum of \$506,000.00 on real property that includes Tract No. 21, 21A, 21B, all of Tract No. 22, and Tract No. 56, Subdivision No. 8, Brazos Coast Investment Company Subdivision (D-40). See D-38 and D-36.

A General Warranty Deed, recorded November 16, 1979, between Gulfco, Inc., a Texas corporation and Fish Engineering & Construction, Inc., conveyed Tract No. 21, 21A, 21B, all of Tract No. 22, Tract No. 56, and by a letter dated March 30, 1979, Tract Nos. 23, 24, 25, and 55, Subdivision No. 8, Brazos Coast Investment Company Subdivision, excepting all outstanding mineral, royalty, and right-of-ways conveyances (D-41). See D-37.

A Deed of Trust, recorded November 16, 1979, is secured by Fish Engineering & Construction, Inc.. Raymond J. Fields, Trustee, for The First Freeport National Bank secures payment of a note in the sum of \$1,105,760.00 on real property that includes Tract No. 21, 21A, 21B, all of Tract Nos. 22, 23, 24, 25, 55, and 56, Subdivision No. 8, Brazos Coast Investment Company Subdivision (D-42). See D-40.

On June 9, 1981, a Release of Lien is recorded from The First Freeport National Bank. Ralph E. David, Trustee, for The First Freeport National Bank, releases the promissory note and real property described at D-40 (D-43).

On December 3, 1982, a Release is recorded from The First Freeport National Bank. Ralph W. Hatfield, Trustee, for The First Freeport National Bank, releases the promissory note and real property described at D-40, and all other liens securing the note (D-44).

On this same day, a Release is recorded from Gulfco, Inc., a Texas corporation. Gulfco, Inc., a Texas corporation, releases the promissory note and real property described at D-42 to Fish Engineering & Construction, Inc.(D-45).

A Deed of Trust and Security Agreement, recorded February 21, 1985, between Fish Engineering & Construction, Inc., a Texas corporation and Walter B. Hendrick, Trustee, for Mbank Houston, National Association secures payment of a note in the sum of \$6,200,000.00 on real property that includes Tract No. 21, 21A, 21B, all of Tract Nos. 22, 23, 24, 25, 55, 56, 57, and 58, Subdivision No. 8, Brazos Coast Investment Company Subdivision (D-46). See D-41 and D-155.

A Sole Independent Executors Deed for the Estate of Sam E. Dunnam, and J. W. Stone to Sam E. Dunnam, IV, James M. Dunnam, and Robert P. Dunnam is recorded September 12, 1985 (D-47). The grantor conveyed an undivided 1/16 interest in Tract No. 21, Subdivision No. 8, Brazos Coast Investment Company Subdivision, to the Grantees in equal undivided 1/3 portions. See D-7.

On October 11, 1985, a Supplemental Deed of Trust and Security Agreement between Fish Engineering & Construction, Inc., a Texas corporation and Walter B. Henderick, Trustee for Mbank Houston, National Association secures payment of a note in the sum of \$7,300,000.00 on real property that includes Tract No. 21, 21A, 21B, all of Tract Nos. 22, 23, 24, 25, 55, 56, 57, and 58, Subdivision No. 8, Brazos Coast Investment Company Subdivision (D-48). See D-46.

A Subordination and Consent Agreement between C. B. Ames, The Fish Investment Corporation, a Texas corporation, T. D. Tabbert and Don M. Simecheck, Junior Lien Holders and Mbank Houston, National Association, is recorded October 11, 1985. The indebtedness by Fish Engineering & Construction, Inc., a Texas corporation and evidence by the original note has been renewed, rearranged and extended (D-49). See D-48.

A Deed of Trust, recorded October 11, 1985, between Fish Engineering & Construction, Inc., a Texas corporation and David A. Werner, Trustee, for the benefit of C. B. Ames, The Fish Investment Corporation, a Texas corporation, T. D. Tabbert and Don M. Simecheck secures an Indemnity and Payment Agreement with real property that includes Tract No. 21, 21A, 21B, all of Tract Nos. 22, 23, 24, 25, 55, 56, 57, and 58, Subdivision No. 8, Brazos Coast Investment Company Subdivision (D-50). See D-49 and D-46.

A Second Supplemental Deed of Trust and Security Agreement between Fish Engineering & Construction, Inc. and Walter, B. Hendrick, Trustee for Mbank Houston, National Association, ratifies and confirms indebtedness as being in full force and effect for all purposes as a first and prior lien and security interest upon the mortgaged properties (D-51). See D-50, D-49, D-48, and D-46.

On September 28, 1987, a Third Supplemental Deed of Trust and Security Agreement between Fish Engineering & Construction, Inc., a Texas corporation and Walter, B. Hendrick, Trustee for Mbank Houston, National Association, ratifies and confirms indebtedness as being in full force and effect for all purposes as a first and prior lien and security interest upon the mortgaged properties (D-52). See D-51, D-50, D-49, D-48, and D-46.

An Assignment of Loan Documents, Liens and Security Interests, is recorded on May 18, 1988, between Mbank Houston, National Association, Assignor and MCORP Management Solutions, Inc., a Texas corporation, Assignee conveys all loan documents to the Assignee together with all liens, rights, titles, assignments, and interests arising from indebtedness (D-53). See D-52, D-51, D-49, D-48, and D-46.

On January 20, 1989, a Release of Liens is recorded from MCORP Management Solutions, Inc., a Texas corporation. MCORP Management Solutions, Inc., a Texas corporation, releases all indebtedness and other obligations secured by the security agreements at D-46, D-49, D-51, and D-52 (D-54).

On this same day, a Release of Lien is recorded from David A. Werner, Trustee for the benefit of C. B. Ames, The Fish Investment Corporation, a Texas corporation, T. D. Tabbert and Don M. Simecheck, releases all indebtedness and other obligations secured by the security agreement at D-50 (D-55). D. M. Simecheck did not sign release.

A General Warranty Deed with Vendors Lien is recorded January 20, 1989, between Fish Engineering & Construction, Inc., a Texas corporation and Hercules Offshore Corporation conveyed Tract No. 21, 21A, 21B, all of Tract Nos. 22, 23, 24, 25, 55, 57, and 58, Subdivision No. 8, Brazos Coast Investment Company Subdivision, excepting all outstanding mineral, royalty, and right-of-ways conveyances (D-56). See D-41.

On this same day, a First Deed of Trust and Security Agreement, recorded January 20, 1989, between Hercules Offshore Corporation and Paul F. Helton, Jr., Trustee for Elders Finance, Inc., a New York corporation secures payment of a note in the sum of \$6,000,000.00 on real property that includes Tract No. 21, 21A, 21B, all of Tract Nos. 22, 23, 24, 25, 55, 57, and 58, Subdivision No. 8, Brazos Coast Investment Company Subdivision (D-57). See D-56.

A Financing Statement between Hercules Offshore Corporation, Debtor and Elders Finance, Inc., a New York corporation, Secured Party, is recorded February 22, 1989 (D-58). The Secured Party files Schedule A that includes all buildings, improvements, equipment and other properties that have been acquired by the Debtor and includes Tract No. 21, 21A, 21B, all of Tract Nos. 22, 23, 24, 25, 55, 57, and 58, Subdivision No. 8, Brazos Coast Investment Company Subdivision.

On September 11, 1989, a Deed of Trust, Security Agreement, Financing Statement and Assignment of Production between James M. Dunnam, Mortgagor and Bill B. White, Trustee for the Texas Commerce Bank National Association, Mortgagee, affects certain interests in oil, gas and mineral estates in the property known as Tract No. 21, Subdivision No. 8, Brazos Coast Investment Company Subdivision (D-59). See D-47.

A General Warranty Deed, recorded September 7, 1993, between Hercules Offshore Corporation, a Delaware corporation and Hercules Real Estate Corporation, a Texas corporation conveyed Tract No. 21, 21A, 21B, all of Tract Nos. 22, 23, 24, 25, 55, 57, and 58, Subdivision No. 8, Brazos Coast Investment Company Subdivision, excepting all outstanding mineral, royalty, and right-of-ways conveyances (D-60). See D-56.

On September 7, 1993, a Release of Lien is recorded from Paracor Finance Inc., formerly known as Elders Finance, Inc., a New York corporation. Paracor Finance Inc. releases all indebtedness and other obligations secured by the security agreements at D-57 and D-58 (D-61).

On the same day, a Termination of Financing Statement is recorded by Elders Finance, Inc., a New York corporation, as Secured Party (D-62). This terminates the Financing Statement with Hercules Offshore Corporation, as Debtor. See D-58.

A Special Warranty Deed with Vendors Lien is recorded August 6, 1999, between Janet Casciato-Northrup, Trustee of the Chapter 7 Bankruptcy Estate of Hercules Marine Services Corporation and LDL Coastal Limited, L.P., conveyed Tract No. 21, 21A, 21B, all of Tract Nos. 22, 23, 24, 25, 55, 57, and 58, Subdivision No. 8, Brazos Coast Investment Company Subdivision, excepting all outstanding mineral, royalty, and right-of-ways conveyances (D-63). See D-60.

A Deed of Trust, recorded August 6, 1999, between LDL Coastal Limited, L.P., a Texas limited partnership, whose sole general partner is LDL Management, LLC, a Texas limited liability company and P. Michael Well, Trustee, for Houston Commerce Bank secures payment of a note in the amount of \$325,000.00 on real property that includes Tract No. 21, 21A, 21B, all of Tract Nos. 22, 23, 24, 25, 55, 57, and 58, Subdivision No. 8, Brazos Coast Investment Company Subdivision (D-64). See D-63.

An Assignment of Rents, is recorded August 6, 1999, between LDL Coastal Limited, L.P, a Texas limited partnership, whose sole general partner is LDL Management, LLC, a Texas limited liability company, Assignor and Houston Commerce Bank, Assignee (D-65). The Assignor enters into leases or may enter into leases and unconditionally assigns and transfers to Assignee all the rents and revenues and any other income earned from the property. See D-64.

A Financing Statement, is recorded August 6, 1999, between LDL Coastal Limited, L.P., a Texas limited partnership, Debtor and Houston Commerce Bank, as Secured Party (D-66). The Secured Party files Schedule A that includes all buildings, improvements, equipment and other proceeds relating to Tract No. 21, 21A, 21B, all of Tract Nos. 22, 23, 24, 25, 55, 57, and 58, Subdivision No. 8, Brazos Coast Investment Company Subdivision. See D-65.

3.2 Tract No. 22, Brazoria County, Texas

In July of 1952, a Deed between T. H. Holloway and his wife, Fern Holloway to Al Belanger was recorded. The Grantors conveyed a full interest in Tract No. 22, Subdivision No. 8, Brazos Coast Investment Company Subdivision (D-67). This is the same full interest of land conveyed February 1, 1902, by H. E. Holloway.

A Right-of-Way Deed between Al Belanger and Brazoria County was recorded August 15, 1961 (D-68). Al Belanger conveyed a strip of land twenty feet in width extending across the NW end of Tract No. 22, Subdivision No. 8, Brazos Coast Investment Company Subdivision. See D-67.

On August 30, 1965, through a Original Petition, the District Court of Brazoria County dissolved the marriage between Cora M. Belanger and Al A. Belanger (D-69). Cora M. Belanger is awarded numerous property including Tract No. 22, Subdivision No. 8, Brazos Coast Investment Company Subdivision. See D-67.

On September 1, 1965, a Deed between Al A. Belanger to Cora M. Belanger conveyed a full interest in Tract No. 22, Subdivision No. 8, Brazos Coast Investment Company Subdivision (D-70). See D-69.

On this same day, a Deed between Cora M. Belanger to Robert C. Koonce, Edward R. Goff and David C. Bonnen conveyed an undivided 40% interest to Robert C. Koonce, an undivided 40% interest to Edward R. Goff, and an undivided 20% interest to David C. Bonnen in Tract No. 22, Subdivision No. 8, Brazos Coast Investment Company Subdivision (D-71). See D-70.

A Deed of Trust, recorded September 1, 1965, between Robert C. Koonce, Edward R. Goff and David C. Bonnen and James F. Crew, Trustee, for American Savings and Loan Association of Lake Jackson, secures payment of a note in the sum of \$7,500.00 on real property known as Tract No. 22, Subdivision No. 8, Brazos Coast Investment Company Subdivision (D-72). See D-71.

On September 17, 1965, a Correction Deed between Al A. Belanger to Cora M. Belanger, conveys a a full interest in Tract No. 22, Subdivision No. 8, Brazos Coast Investment Company Subdivision (D-73). See D-70.

On April 20, 1967, a Deed between Edward R. Goff and David C. Bonnen to Robert C. Koonce, conveyed their undivided 40% interest and undivided 20% interest in Tract No. 22, Subdivision No. 8, Brazos Coast Investment Company Subdivision (D-74). Robert C. Koonce now owns all of Tract No. 22. See D-71.

A Deed of Trust, recorded April 20, 1967, between Robert C. Koonce and G. E. Waller, Trustee, for Angleton Bank of Commerce secures payment of a note in the sum of \$19,000.00 on real property known as Tract No. 22, Subdivision No. 8, Brazos Coast Investment Company Subdivision (D-75). See D-74.

On April 24, 1967, a Release from American Savings and Loan Association releases the promissory note and real property described at D-72 to Robert C. Koonce, Edward R. Goff and David C. Bonnen (D-76).

A Deed between Robert C. Koonce to A. B. Williamson, conveyed a full interest in Tract No. 22, Subdivision No. 8, Brazos Coast Investment Company Subdivision, recorded May 2, 1969 (D-77). See D-74.

On May 12, 1969, a Release of Lien from Angleton Bank of Commerce releases the promissory note and real property described at D-75 to Robert C. Koonce (D-78).

A Deed of Trust, recorded April 14, 1970, between B. L. Tanner to D. V. Collins, Trustee for The First Freeport National Bank secures payment of a note in the sum of \$24,500.00 on real property known as Tract No. 22, Subdivision No. 8, Brazos Coast Investment Company Subdivision (D-79). See D-77. Note, this is the first time B. L. Tanner has entered the chain of title. He acquires title through D-80.

A Warranty Deed and Vendors Assignment, recorded April 15, 1970, between A. B. Williamson to B. L. Tanner and The First Freeport National Bank, conveyed a full interest in Tract No. 22, Subdivision No. 8, Brazos Coast Investment Company Subdivision (D-80). See D-79 and D-77.

A Deed, recorded May 21, 1970, between B. L. Tanner to Gulfco Marine Maintenance, Inc., conveyed a full interest in Tract No. 22, Subdivision No. 8, Brazos Coast Investment Company Subdivision (D-81). See D-80.

A Deed of Trust, recorded May 21, 1970, from Gulfco Marine Maintenance, Inc. to D. V. Collins, Trustee, for The First Freeport National Bank secures payment of a note in the sum of \$50,000.00, on real property that includes Tract No. 22 and Tract No. 56, Subdivision No. 8, Brazos Coast Investment Company Subdivision (D-82). See D-81 and D-184.

On May 26, 1970, a Release of Lien from The First Freeport National Bank releases the promissory note and real property described at D-79 and D-80 to B. L. Tanner (D-83).

A Quit Claim Deed, recorded April 5, 1971, between the United States of America to Gulfco Marine Maintenance, Inc., a Texas corporation, through the Exchange of Land Act conveys an easement in Tract No. 22, Subdivision No. 8, Brazos Coast Investment Company Subdivision. The Grantor

assigns all right, title and interest over the permanent spoil disposal easement in Tract No. 22 and Tract No. 56 to the Grantee (D-84). See D-81.

On April 27, 1971, a Deed of Trust is extended and renewed by Gulfco Marine Maintenance, Inc., a corporation. D. V. Collins, Trustee, for The First Freeport National Bank secures payment of a note in the sum of \$162,000.00, on real property that includes Tract No. 21, 22, and 56, Subdivision No. 8, Brazos Coast Investment Company Subdivision (D-34). See D-32. Note, the Deed of Trust at D-32 does not reference Tract Nos. 22 and 56.

On April 27, 1971, a Release of Lien from The First Freeport National Bank releases the promissory note and real property described at D-184, D-82, and D-81 to Gulfco Marine Maintenance, Inc. (D-85).

On October 24, 1975, a General Warranty Deed from Gulfco, Inc., a Texas corporation, formerly known as Gulfco Marine Maintenance, Inc., a corporation, conveyed to Chromally American Corporation, a Delaware corporation Tract No. 21, 21A, 21B, all of Tract No. 22, Tract No. 24A, and Tract No. 56, Subdivision No. 8, Brazos Coast Investment Company Subdivision (D-35). This property is subject to all outstanding mineral, royalty, and right-of-way conveyances.

On April 2, 1976, a Deed of Trust is secured by Chromalloy American Corporation, a Delaware corporation. Ralph E. David, Trustee, for First Freeport National Bank secures payment of a note in the sum of \$189,049.01 on real property that includes Tract No. 21, 21A, 21B, all of Tract No. 22, and Tract No. 56, Subdivision No. 8, Brazos Coast Investment Company Subdivision (D-36). See D-34.

On April 10, 1979, an Assumption Deed is recorded, between Chromalloy American Corporation, a Delaware corporation and Gulfco, Inc., a Texas corporation (D-37). The Grantor conveyed all real property that includes Tract No. 21, 21A, 21B, all of Tract No. 22, Tract No. 24A, and Tract No. 56, Subdivision No. 8, Brazos Coast Investment Company Subdivision, excepting all outstanding mineral, royalty, and right-of-ways conveyances.

On April 10, 1979, a Deed of Trust is secured by Gulfco, Inc., a Texas corporation. Ralph E. David, Trustee, for First Freeport National Bank secures payment of a note in the sum of \$400, 000.00 on real property that includes Tract No. 21, 21A, 21B, all of Tract No. 22, and Tract No. 56, Subdivision No. 8, Brazos Coast Investment Company Subdivision (D-38). See D-37.

A Deed of Trust, recorded November 14, 1979, is secured by Gulfco, Inc., a Texas corporation. Ralph E. David, Trustee, for The First Freeport National Bank secures payment of a note in the sum of \$506,000.00 on real property that includes Tract No. 21, 21A, 21B, all of Tract No. 22, and Tract No. 56, Subdivision No. 8, Brazos Coast Investment Company Subdivision (D-40). See D-38 and D-36.

A General Warranty Deed, recorded November 16, 1979, between Gulfco, Inc., a Texas corporation and Fish Engineering & Construction, Inc., conveyed Tract No. 21, 21A, 21B, all of Tract No. 22, Tract No. 56, and by a letter dated March 30, 1979, Tract Nos. 23, 24, 25, and 55, Subdivision No. 8, Brazos Coast Investment Company Subdivision, excepting all outstanding mineral, royalty, and right-of-ways conveyances (D-41). See D-37.

A Deed of Trust, recorded November 16, 1979, is secured by Fish Engineering & Construction, Inc.. Raymond J. Fields, Trustee, for The First Freeport National Bank secures payment of a note in the sum of \$1,105,760.00 on real property that includes Tract No. 21, 21A, 21B, all of Tract Nos. 22, 23, 24, 25, 55, and 56, Subdivision No. 8, Brazos Coast Investment Company Subdivision (D-42). See D-40.

On June 9, 1981, a Release of Lien is recorded from The First Freeport National Bank. Ralph E. David, Trustee, for The First Freeport National Bank, releases the promissory note and real property described at D-40 (D-43).

On December 3, 1982, a Release is recorded from The First Freeport National Bank. Ralph W. Hatfield, Trustee, for The First Freeport National Bank, releases the promissory note and real property described at D-40, and all other liens securing the note (D-44).

On this same day, a Release is recorded from Gulfco, Inc., a Texas corporation. Gulfco, Inc., a Texas corporation, releases the promissory note and real property described at D-42 to Fish Engineering & Construction, Inc.(D-45).

A Deed of Trust and Security Agreement, recorded February 21, 1985, between Fish Engineering & Construction, Inc., a Texas corporation and Walter B. Hendrick, Trustee, for Mbank Houston, National Association secures payment of a note in the sum of \$6,200,000.00 on real property that includes Tract No. 21, 21A, 21B, all of Tract Nos. 22, 23, 24, 25, 55, 56, 57, and 58, Subdivision No. 8, Brazos Coast Investment Company Subdivision (D-46). See D-41 and D-155.

On October 11, 1985, a Supplemental Deed of Trust and Security Agreement between Fish Engineering & Construction, Inc., a Texas corporation and Walter B. Henderick, Trustee for Mbank Houston, National Association secures payment of a note in the sum of \$7,300,000.00 on real property that includes Tract No. 21, 21A, 21B, all of Tract Nos. 22, 23, 24, 25, 55, 56, 57, and 58, Subdivision No. 8, Brazos Coast Investment Company Subdivision (D-48). See D-46.

A Subordination and Consent Agreement between C. B. Ames, The Fish Investment Corporation, a Texas corporation, T. D. Tabbert and Don M. Simecheck, Junior Lien Holders and Mbank Houston, National Association, is recorded October 11, 1985. The indebtedness by Fish Engineering & Construction, Inc., a Texas corporation and evidence by the original note has been renewed, rearranged and extended (D-49). See D-48.

A Deed of Trust, recorded October 11, 1985, between Fish Engineering & Construction, Inc., a Texas corporation and David A. Werner, Trustee, for the benefit of C. B. Ames, The Fish Investment Corporation, a Texas corporation, T. D. Tabbert and Don M. Simecheck secures an Indemnity and Payment Agreement with real property that includes Tract No. 21, 21A, 21B, all of Tract Nos. 22, 23, 24, 25, 55, 56, 57, and 58, Subdivision No. 8, Brazos Coast Investment Company Subdivision (D-50). See D-49 and D-46.

A Second Supplemental Deed of Trust and Security Agreement between Fish Engineering & Construction, Inc. and Walter, B. Hendrick, Trustee for Mbank Houston, National Association,

ratifies and confirms indebtedness as being in full force and effect for all purposes as a first and prior lien and security interest upon the mortgaged properties (D-51). See D-50, D-49, D-48, and D-46.

On September 28, 1987, a Third Supplemental Deed of Trust and Security Agreement between Fish Engineering & Construction, Inc., a Texas corporation and Walter, B. Hendrick, Trustee for Mbank Houston, National Association, ratifies and confirms indebtedness as being in full force and effect for all purposes as a first and prior lien and security interest upon the mortgaged properties (D-52). See D-51, D-50, D-49, D-48, and D-46.

An Assignment of Loan Documents, Liens and Security Interests, is recorded on May 18, 1988, between Mbank Houston, National Association, Assignor and MCORP Management Solutions, Inc., a Texas corporation, Assignee conveys all loan documents to the Assignee together with all liens, rights, titles, assignments, and interests arising from indebtedness (D-53). See D-52, D-51, D-49, D-48, and D-46.

On January 20, 1989, a Release of Liens is recorded from MCORP Management Solutions, Inc., a Texas corporation. MCORP Management Solutions, Inc., a Texas corporation, releases all indebtedness and other obligations secured by the security agreements at D-46, D-49, D-51, and D-52 (D-54).

On this same day, a Release of Lien is recorded from David A. Werner, Trustee for the benefit of C. B. Ames, The Fish Investment Corporation, a Texas corporation, T. D. Tabbert and Don M. Simecheck, releases all indebtedness and other obligations secured by the security agreement at D-50 (D-55). D. M. Simecheck did not sign release.

A General Warranty Deed with Vendors Lien is recorded January 20, 1989, between Fish Engineering & Construction, Inc., a Texas corporation and Hercules Offshore Corporation conveyed Tract No. 21, 21A, 21B, all of Tract Nos. 22, 23, 24, 25, 55, 57, and 58, Subdivision No. 8, Brazos Coast Investment Company Subdivision, excepting all outstanding mineral, royalty, and right-of-ways conveyances (D-56). See D-41.

On this same day, a First Deed of Trust and Security Agreement, recorded January 20, 1989, between Hercules Offshore Corporation and Paul F. Helton, Jr., Trustee for Elders Finance, Inc., a New York corporation secures payment of a note in the sum of \$6,000,000.00 on real property that includes Tract No. 21, 21A, 21B, all of Tract Nos. 22, 23, 24, 25, 55, 57, and 58, Subdivision No. 8, Brazos Coast Investment Company Subdivision (D-57). See D-56.

A Financing Statement between Hercules Offshore Corporation, Debtor and Elders Finance, Inc., a New York corporation, Secured Party, is recorded February 22, 1989 (D-58). The Secured Party files Schedule A that includes all buildings, improvements, equipment and other properties that have been acquired by the Debtor and includes Tract No. 21, 21A, 21B, all of Tract Nos. 22, 23, 24, 25, 55, 57, and 58, Subdivision No. 8, Brazos Coast Investment Company Subdivision.

A General Warranty Deed, recorded September 7, 1993, between Hercules Offshore Corporation, a Delaware corporation and Hercules Real Estate Corporation, a Texas corporation conveyed Tract No. 21, 21A, 21B, all of Tract Nos. 22, 23, 24, 25, 55, 57, and 58, Subdivision No. 8, Brazos Coast

Investment Company Subdivision, excepting all outstanding mineral, royalty, and right-of-ways conveyances (D-60). See D-56.

On September 7, 1993, a Release of Lien is recorded from Paracor Finance Inc., formerly known as Elders Finance, Inc., a New York corporation. Paracor Finance Inc. releases all indebtedness and other obligations secured by the security agreements at D-57 and D-58 (D-61).

On the same day, a Termination of Financing Statement is recorded by Elders Finance, Inc., a New York corporation, as Secured Party (D-62). This terminates the Financing Statement with Hercules Offshore Corporation, as Debtor. See D-58.

A Special Warranty Deed with Vendors Lien is recorded August 6, 1999, between Janet Casciato-Northrup, Trustee of the Chapter 7 Bankruptcy Estate of Hercules Marine Services Corporation and LDL Coastal Limited, L.P., conveyed Tract No. 21, 21A, 21B, all of Tract Nos. 22, 23, 24, 25, 55, 57, and 58, Subdivision No. 8, Brazos Coast Investment Company Subdivision, excepting all outstanding mineral, royalty, and right-of-ways conveyances (D-63). See D-60.

A Deed of Trust, recorded August 6, 1999, between LDL Coastal Limited, L.P., a Texas limited partnership, whose sole general partner is LDL Management, LLC, a Texas limited liability company and P. Michael Well, Trustee, for Houston Commerce Bank secures payment of a note in the amount of \$325,000.00 on real property that includes Tract No. 21, 21A, 21B, all of Tract Nos. 22, 23, 24, 25, 55, 57, and 58, Subdivision No. 8, Brazos Coast Investment Company Subdivision (D-64). See D-63.

An Assignment of Rents, is recorded August 6, 1999, between LDL Coastal Limited, L.P, a Texas limited partnership, whose sole general partner is LDL Management, LLC, a Texas limited liability company, Assignor and Houston Commerce Bank, Assignee (D-65). The Assignor enters into leases or may enter into leases and unconditionally assigns and transfers to Assignee all the rents and revenues and any other income earned from the property. See D-64.

A Financing Statement, is recorded August 6, 1999, between LDL Coastal Limited, L.P., a Texas limited partnership, Debtor and Houston Commerce Bank, as Secured Party (D-66). The Secured Party files Schedule A that includes all buildings, improvements, equipment and other proceeds relating to Tract No. 21, 21A, 21B, all of Tract Nos. 22, 23, 24, 25, 55, 57, and 58, Subdivision No. 8, Brazos Coast Investment Company Subdivision. See D-65.

3.3 Tract No. 23, Brazoria County, Texas

A Deed between C. L. Minkler to A. J. Smith, recorded December 12, 1939, conveyed a full interest in Tract No. 23, Subdivision No. 8, Brazos Coast Investment Company Subdivision, excepting the right-of-way for the Intracoastal canal off the east end of Tract No. 23, containing 2 acres (D-86).

An Affidavit of Heirship and No Administration, recorded September 28, 1943, states that Mrs. Lola A. Smith, wife of A. J. Smith, is deceased and her only daughter, Mrs. Ruth Evans, is entitled to and owner of all property belonging to Mrs. Lola A. Smith at the time of her death (D-87).

On April 9, 1945, a Deed between A. J. Smith to R. E. L. Stringfellow, conveyed a full interest in Tract No. 23, Subdivision No. 8, Brazos Coast Investment Company Subdivision, excepting the right-of-way for the Intracoastal canal off the east end of Tract No. 23, containing 2 acres is recorded (D-88). See D-86.

A Right-of-Way Deed, recorded August 15, 1961, between Nannie M. Stringfellow, a widow to Brazoria County, conveyed a strip of land twenty feet in width extending across the NW end of Tract No. 23, Subdivision No. 8, Brazos Coast Investment Company Subdivision (D-89). See D-88.

An Affidavit, recorded October 27, 1964, Nannie M. Stringfellow, states that her deceased husband, R. E. L. Stringfellow owned land that comprised 3200 acres known as the Stringfellow pasture (D-90).

A Warranty Deed, recorded June 14, 1965, between R. E. L.Stringfellow to L. S. Womack, conveyed a full interest in Tract No. 23, Subdivision No. 8, Brazos Coast Investment Company Subdivision, excepting the right-of-way for the Intracoastal canal off the east end of Tract No. 23, containing 2 acres is recorded (D-91). See D-88.

A Quit Claim Deed, recorded November 15, 1966, between Lola Ruth Smith Evans to L. S. Womack, conveyed a full interest in Tract No. 23, Subdivision No. 8, Brazos Coast Investment Company Subdivision, excepting the right-of-way for the Intracoastal canal off the east end of Tract No. 23, containing 2 acres is recorded (D-92). See D-91.

A Deed, recorded November 22, 1966, between L. S. Womack to Anthony Zanakos and wife, Beverly Joyce Zanakos, conveyed a full interest in Tract No. 23, Subdivision No. 8, Brazos Coast Investment Company Subdivision, excepting the right-of-way for the Intracoastal canal off the east end of Tract No. 23, containing 2 acres is recorded (D-93). See D-91.

A Deed of Trust, recorded November 22, 1966, between Anthony Zanakos and wife, Beverly Joyce Zanakos to Frank W. Stevens, Trustee, for L. S. Womack, secures payment of a note in the sum of \$11,000.00, on real property known as Tract No. 23, Subdivision No. 8, Brazos Coast Investment Company Subdivision (D-94). See D-93.

On January 7, 1969, a Release of Lien, from L. S. Womack, releases the promissory note and real property described at D-94 to Anthony Zanakos and his wife, Beverly Joyce Zanakos (D-95).

A Deed of Trust, recorded January 7, 1969, between Anthony Zanakos and wife, Beverly Joyce Zanakos to J. H. Westmoreland, Trustee for Sharpstown State Bank secures payment of a note in the sum of \$6,200.00, on real property known as Tract No. 23, Subdivision No. 8, Brazos Coast Investment Company Subdivision (D-96). See D-93.

An Extension Agreement, recorded June 20, 1969, between Anthony Zanakos and wife, Beverly Joyce Zanakos and Sharpstown State Bank, extends the promissory note at D-96 to September 14, 1969 (D-97).

An Extension Agreement, recorded September 22, 1969, between Anthony Zanakos and wife, Beverly Joyce Zanakos and Sharpstown State Bank, extends the promissory note at D-96 to December 13, 1969 (D-98).

An Extension Agreement, recorded December 30, 1969, between Anthony Zanakos and wife, Beverly Joyce Zanakos and Sharpstown State Bank, extends the promissory note at D-96 to March 13, 1970 (D-99).

An Extension Agreement, recorded March 31, 1970, between Anthony Zanakos and wife, Beverly Joyce Zanakos and Sharpstown State Bank, extends the promissory note at D-96 to June 11, 1970 (D-100).

An Extension Agreement, recorded November 17, 1970, between Anthony Zanakos and wife, Beverly Joyce Zanakos and Sharpstown State Bank, extends the promissory note at D-96 to January 27, 1971 (D-101).

A Deed of Trust, recorded April 20, 1971, between Anthony Zanakos and wife, Beverly Joyce Zanakos to Clarence Meyer, Trustee, for First State Bank of Bellaire, secures payment of a note in the sum of \$4,100.00, on real property known as Tract No. 23, Subdivision No. 8, Brazos Coast Investment Company Subdivision (D-102). See D-93.

On May 5, 1971, a Release from Federal Deposit Insurance Corporation, releases the promissory notes and real property described at D-96 to Anthony Zanakos and wife, Beverly Joyce Zanakos (D-103). See D-101, D-100, D-99, D-98, and D-97.

An Easement, recorded July 31, 1978, between Anthony Zanakos and wife, Beverly Joyce Zanakos to Houston Lightning & Power Company, conveyed an unobstructed easement five feet in width and 36 feet in length on Tract No. 23, Subdivision No. 8, Brazos Coast Investment Company Subdivision (D-104). See D-96.

On February 27, 1980, a Lease Agreement was recorded between Anthony Zanakos, Lessor, and Chromalloy American Corporation, Gulfco Division, a corporation, Lessee. The Lessor for consideration of rent, leases for a term of 80 months from November 20, 1976 to November 19, 1991, Tract No. 23, Subdivision No. 8, Brazos Coast Investment Company Subdivision to Lessee (D-105).

On March 17, 1980, a Release of Lien from First State Bank of Bellaire, Texas, releases the promissory notes and real property described at D-93 to Anthony Zanakos and wife, Beverly Joyce Zanakos (D-106). See D-102.

Option Termination and Release, recorded April 17, 1980, between Chromalloy American Corporation, a Delaware corporation, Gulfco, Inc., a Texas corporation, and B. L. Tanner to Fish Engineering & Construction, Inc., a Texas corporation, states that on November 12, 1979, Gulfco, Inc., a Texas corporation, sold and conveyed to Fish Engineering & Construction, Inc., a Texas corporation substantially all of the assets of Gulfco, Inc., including an option to purchase Tract Nos. 23, 24, 25, and 55, Subdivision No. 8, Brazos Coast Investment Company Subdivision (D-107). This document releases all parties involved from all obligations under the option.

On April 17, 1980, a Confirmation of Compliance is recorded between Anthony Zanakos, Lessor to Chromalloy American Corporation, Lessee. The Lessee has paid all rental payments due under the Lease Agreement at D-105 and has made all payments to third parties (D-108). See D-105. On this same day, an Assignment of Lease between Chromalloy American Corporation, Assignor to Fish Engineering & Construction, Inc., a Texas corporation, Assignee is recorded (D-109). Chromalloy American Corporation, Assignor, sells, transfers and assigns all of the Assignor's right, title and interest in the Leasehold Estate, and all improvements there on to Fish Engineering & Construction, Inc., a Texas corporation, Assignee. See D-105.

A General Warranty Deed, recorded May 5, 1982, between Anthony Zanakos and wife, Beverly Joyce Zanakos to Fish Engineering & Construction, Inc., a Texas corporation, conveyed a full interest in the surface of Tract No. 23, Subdivision No. 8, Brazos Coast Investment Company Subdivision, excepting the right-of-way for the Intracoastal canal off the east end of Tract No. 23, containing 2 acres is recorded (D-110). See D-93.

A Lease Cancellation, recorded May 7, 1982, between Anthony Zanakos, Lessor to Fish Engineering & Construction, Inc., Lessee, states that the Lessee's interest in the Lease at D-105 has been assigned to Fish Engineering & Construction, Inc., a Texas corporation, Assignee at D-109 (D-111). Fish Engineering & Construction, Inc., a Texas corporation, desires to cancel the Lease effective April 30, 1982. See D-109 and D-105.

A Deed of Trust and Security Agreement, recorded February 21, 1985, between Fish Engineering & Construction, Inc., a Texas corporation and Walter B. Hendrick, Trustee, for Mbank Houston, National Association secures payment of a note in the sum of \$6,200,000.00 on real property that includes Tract No. 21, 21A, 21B, all of Tract Nos. 22, 23, 24, 25, 55, 56, 57, and 58, Subdivision No. 8, Brazos Coast Investment Company Subdivision (D-46). See D-41 and D-155.

On October 11, 1985, a Supplemental Deed of Trust and Security Agreement between Fish Engineering & Construction, Inc., a Texas corporation and Walter B. Henderick, Trustee for Mbank Houston, National Association secures payment of a note in the sum of \$7,300,000.00 on real property that includes Tract No. 21,21A,21B, all of Tract Nos. 22,23,24,25,55,56,57, and 58, Subdivision No. 8, Brazos Coast Investment Company Subdivision (D-48). See D-46.

A Subordination and Consent Agreement between C. B. Ames, The Fish Investment Corporation, a Texas corporation, T. D. Tabbert and Don M. Simecheck, Junior Lien Holders and Mbank Houston, National Association, is recorded October 11, 1985. The indebtedness by Fish Engineering & Construction, Inc., a Texas corporation and evidence by the original note has been renewed, rearranged and extended (D-49). See D-48.

A Deed of Trust, recorded October 11, 1985, between Fish Engineering & Construction, Inc., a Texas corporation and David A. Werner, Trustee, for the benefit of C. B. Ames, The Fish Investment Corporation, a Texas corporation, T. D. Tabbert and Don M. Simecheck secures an Indemnity and Payment Agreement with real property that includes Tract No. 21, 21A, 21B, all of Tract Nos. 22, 23, 24, 25, 55, 56, 57, and 58, Subdivision No. 8, Brazos Coast Investment Company Subdivision (D-50). See D-49 and D-46.

A Second Supplemental Deed of Trust and Security Agreement between Fish Engineering & Construction, Inc. and Walter, B. Hendrick, Trustee for Mbank Houston, National Association, ratifies and confirms indebtedness as being in full force and effect for all purposes as a first and prior lien and security interest upon the mortgaged properties (D-51). See D-50, D-49, D-48, and D-46.

On September 28, 1987, a Third Supplemental Deed of Trust and Security Agreement between Fish Engineering & Construction, Inc., a Texas corporation and Walter, B. Hendrick, Trustee for Mbank Houston, National Association, ratifies and confirms indebtedness as being in full force and effect for all purposes as a first and prior lien and security interest upon the mortgaged properties (D-52). See D-51, D-50, D-49, D-48, and D-46.

An Assignment of Loan Documents, Liens and Security Interests, is recorded on May 18, 1988, between Mbank Houston, National Association, Assignor and MCORP Management Solutions, Inc., a Texas corporation, Assignee conveys all loan documents to the Assignee together with all liens, rights, titles, assignments, and interests arising from indebtedness (D-53). See D-52, D-51, D-49, D-48, and D-46.

On January 20, 1989, a Release of Liens is recorded from MCORP Management Solutions, Inc., a Texas corporation. MCORP Management Solutions, Inc., a Texas corporation, releases all indebtedness and other obligations secured by the security agreements at D-46, D-49, D-51, and D-52 (D-54).

On this same day, a Release of Lien is recorded from David A. Werner, Trustee for the benefit of C. B. Ames, The Fish Investment Corporation, a Texas corporation, T. D. Tabbert and Don M. Simecheck, releases all indebtedness and other obligations secured by the security agreement at D-50 (D-55). D. M. Simecheck did not sign release.

A General Warranty Deed with Vendors Lien is recorded January 20, 1989, between Fish Engineering & Construction, Inc., a Texas corporation and Hercules Offshore Corporation conveyed Tract No. 21, 21A, 21B, all of Tract Nos. 22, 23, 24, 25, 55, 57, and 58, Subdivision No. 8, Brazos Coast Investment Company Subdivision, excepting all outstanding mineral, royalty, and right-of-ways conveyances (D-56). See D-41.

On this same day, a First Deed of Trust and Security Agreement, recorded January 20, 1989, between Hercules Offshore Corporation and Paul F. Helton, Jr., Trustee for Elders Finance, Inc., a New York corporation secures payment of a note in the sum of \$6,000,000.00 on real property that includes Tract No. 21, 21A, 21B, all of Tract Nos. 22, 23, 24, 25, 55, 57, and 58, Subdivision No. 8, Brazos Coast Investment Company Subdivision (D-57). See D-56.

A Financing Statement between Hercules Offshore Corporation, Debtor and Elders Finance, Inc., a New York corporation, Secured Party, is recorded February 22, 1989 (D-58). The Secured Party files Schedule A that includes all buildings, improvements, equipment and other properties that have been acquired by the Debtor and includes Tract No. 21, 21A, 21B, all of Tract Nos. 22, 23, 24, 25, 55, 57, and 58, Subdivision No. 8, Brazos Coast Investment Company Subdivision.

A General Warranty Deed, recorded September 7, 1993, between Hercules Offshore Corporation, a Delaware corporation and Hercules Real Estate Corporation, a Texas corporation conveyed Tract No. 21, 21A, 21B, all of Tract Nos. 22, 23, 24, 25, 55, 57, and 58, Subdivision No. 8, Brazos Coast Investment Company Subdivision, excepting all outstanding mineral, royalty, and right-of-ways conveyances (D-60). See D-56.

On September 7, 1993, a Release of Lien is recorded from Paracor Finance Inc., formerly known as Elders Finance, Inc., a New York corporation. Paracor Finance Inc. releases all indebtedness and other obligations secured by the security agreements at D-57 and D-58 (D-61).

On the same day, a Termination of Financing Statement is recorded by Elders Finance, Inc., a New York corporation, as Secured Party (D-62). This terminates the Financing Statement with Hercules Offshore Corporation, as Debtor. See D-58.

A Special Warranty Deed with Vendors Lien is recorded August 6, 1999, between Janet Casciato-Northrup, Trustee of the Chapter 7 Bankruptcy Estate of Hercules Marine Services Corporation and LDL Coastal Limited, L.P., conveyed Tract No. 21, 21A, 21B, all of Tract Nos. 22, 23, 24, 25, 55, 57, and 58, Subdivision No. 8, Brazos Coast Investment Company Subdivision, excepting all outstanding mineral, royalty, and right-of-ways conveyances (D-63). See D-60.

A Deed of Trust, recorded August 6, 1999, between LDL Coastal Limited, L.P., a Texas limited partnership, whose sole general partner is LDL Management, LLC, a Texas limited liability company and P. Michael Well, Trustee, for Houston Commerce Bank secures payment of a note in the amount of \$325,000.00 on real property that includes Tract No. 21, 21A, 21B, all of Tract Nos. 22, 23, 24, 25, 55, 57, and 58, Subdivision No. 8, Brazos Coast Investment Company Subdivision (D-64). See D-63.

An Assignment of Rents, is recorded August 6, 1999, between LDL Coastal Limited, L.P, a Texas limited partnership, whose sole general partner is LDL Management, LLC, a Texas limited liability company, Assignor and Houston Commerce Bank, Assignee (D-65). The Assignor enters into leases or may enter into leases and unconditionally assigns and transfers to Assignee all the rents and revenues and any other income earned from the property. See D-64.

A Financing Statement, is recorded August 6, 1999, between LDL Coastal Limited, L.P., a Texas limited partnership, Debtor and Houston Commerce Bank, as Secured Party (D-66). The Secured Party files Schedule A that includes all buildings, improvements, equipment and other proceeds relating to Tract No. 21, 21A, 21B, all of Tract Nos. 22, 23, 24, 25, 55, 57, and 58, Subdivision No. 8, Brazos Coast Investment Company Subdivision. See D-65.

3.4 Tract Nos. 24 and 24A, Brazoria County, Texas

On February 7, 1935, T. T. Stratton conveyed an undivided 1/3 interest to Harrison Oil Company, an undivided 1/3 to J. S. Abercrombie Co., and an undivided 2/9 interest to Frank K. Stevens in property located in Subdivision No. 8, Brazos Coast Investment Company (D-1). Note, the exact property description was left out of the conveyance document.

A Deed, recorded May 4, 1936, between T. T. Stratton et al., to Harrison Oil Company, J. S. Abercrombie Company, and Frank K. Stevens, conveyed five acres of land known as Tract No. 24, Subdivision No. 8, Brazos Coast Investment Company (D-112).

On October 15, 1936, a Grazing Lease between F. K. Stevens, Harrison Oil Company, and J. S. Abercrombie Company, to R. E. L. Stringfellow, was recorded (D-113). Lessors lease to Lessee, for grazing purposes only, numerous property including Tract No. 24, Subdivision No. 8, Brazos Coast Investment Company. See D-112.

A Right-of-Way Deed, recorded October 23, 1937, between Harrison Oil Company, J. S. Abercrombie Company, and Frank K. Stevens to the United States of America, conveyed 1.81 acres of Tract No. 24, Subdivision No. 8, Brazos Coast Investment Company, for the purpose of constructing, improving, and maintaining an Intracoastal Waterway from the Mississippi River (D-114). Grantor reserves all rights and privileges in the tract of land not converted into public navigable waters. See D-112.

A Deed, recorded January 14, 1943, between Harrison Oil Company, a Texas corporation to Magnolia Petroleum Company, a Texas corporation, conveyed numerous oil and gas leases including fee land and mineral rights on Tract No. 24, Subdivision No. 8, Brazos Coast Investment Company (D-115). See D-112.

On May 20, 1953, a Grazing Lease, between Frank K. Stevens, J. S. Abercrombie Company, and Magnolia Petroleum Company, Lessors, to Mr. E. C. Allen, Lessee, was recorded (D-116). Lessors lease to Lessee, for grazing purposes only, numerous property including Tract No. 24, Subdivision No. 8, Brazos Coast Investment Company. See D-115.

A Deed, recorded May 6, 1954, between J. S. Aberrombie Company to Old Ocean Oil Company, a Delaware Company conveyed 7/18 interest in surface and mineral rights in Tract No. 24, Subdivision No. 8, Brazos Coast Investment Company (D-117). See D-112.

A Deed, recorded May 10, 1954, between Old Ocean Oil Company to Stanolind Oil and Gas Company, a Texas corporation, conveyed 7/18 interest in surface and mineral rights in Tract No. 24, Subdivision No. 8, Brazos Coast Investment Company (D-118). See D-117.

On December 13, 1954, a Partition Deed between Stanolind Oil and Gas Company, a Texas corporation and Magnolia Petroleum Company, a Texas corporation is recorded (D-119). Stanolind Oil and Gas Company and Magnolia Petroleum Company agree to partition their interests in said property and both shall own the surface estate and oil, gas and mineral rights in numerous properties, including Tract No. 24, Subdivision No. 8, Brazos Coast Investment Company. See D-117.

A Deed with Vendors Lien, recorded June 13, 1955, between Frank K. Stevens to Joe M. Baggett, conveyed all of Tract No. 24, Subdivision No. 8, Brazos Coast Investment Company, excepting all minerals (D-120). See D-112.

A Certificate of Amendment, dated January 22, 1957, between Stanolind Oil and Gas Company and Pan American Petroleum Corporation, changes its name to Pan American Petroleum Corporation (D-121). See D-118.

A Certificate of Merger, dated September 30, 1959, states the Magnolia Petroleum Company, a Texas corporation merges into Socony Mobil Oil Company, Inc., a New York corporation (D-122). See D-119.

A Certificate of Ownership and Merger, recorded September 1959, between Magnolia Petroleum Company, a Texas corporation and Socony Mobil Oil Company, Inc., a New York corporation, states that Socony Mobil Oil Company, Inc., a New York corporation is a stock organization existing under the laws of New York (D-123). See D-122.

On October 11, 1960, through a Warranty Deed, Joe M. Baggett conveyed to T. C. Baggett, et al, an undivided 10/11ths interest in Tract No. 24, Subdivision No. 8, Brazos Coast Investment Company to 10 individual Grantees, excepting all minerals (D-124). See D-120.

On July 10, 1961, a Release from Frank K. Stevens releases the promissory notes and real property described at D-120 to Joe M. Baggett (D-125).

A Warranty Deed, recorded July 10, 1961, between Joe M. Baggett and T. C. Baggett, et al., to A. B. Williamson and wife, Margaret G. Williamson, conveyed all of Tract Nos. 24 and 25, Subdivision No. 8, Brazos Coast Investment Company, excepting all minerals (D-126). See D-124 and D-160.

A Deed of Trust, recorded the same day, between A. B. Williamson and wife, Margaret G. Williamson to Robert C. Koonce, Trustee, for Joe M. Baggett, et al., secures payment of a note in the amount of \$7,500.00, on real property that includes Tract Nos. 24 and 25, Subdivision No. 8, Brazos Coast Investment Company Subdivision (D-127). See D-126.

A Right-of-Way, recorded August 15, 1961, between Joe M. Baggett and T. C. Baggett, et al., to Brazoria County, conveyed a strip of land twenty feet n width extending across the NW end of Tract No. 24 and 25, Subdivision No. 8, Brazos Coast Investment Company Subdivision (D-128). See D-127.

On November 29, 1961, a Release of Vendors Lien from Joe M. Baggett and T. C. Baggett releases the promissory notes and real property described at D-127 to A. B. Williamson, and wife, Margaret G. Williamson (D-129).

A Deed, recorded November 3, 1964, between A. B. Williamson and wife, Margaret G. Williamson to J. O. Angle, conveyed the surface only of a lot 110 feet wide off of the West or Southwest side of Tract No. 24, now known as Tract 24A, Subdivision No. 8, Brazos Coast Investment Company Subdivision (D-130). See D-126.

A Deed of Trust, recorded the same day, between J. O. Angle to Edward R. Goff, Trustee, for A. B. Williamson and wife, Margaret G. Williamson secures payment of a note in the sum of \$10,000.00,

on real property known as Tract No. 24A, Subdivision No. 8, Brazos Coast Investment Company Subdivision (D-131). See D-130.

An Assignment of Deed of Trust, recorded November 16, 1964, between J. O. Angle and A. B. Williamson and wife, Margaret G. Williamson, assigns and transfers the Vendors Lien to Brazosport Savings and Loan Association (D-132). See D-131.

On November 25, 1964, a Warranty Deed between A. B. Williamson and wife, Margaret G. Williamson to Vernon C. Wilson is recorded (D-133). The Grantors conveyed the surface only of a lot 110 feet wide out of Tract No. 24, Subdivision No. 8, Brazos Coast Investment Company Subdivision to the Grantee (D-133).

A Deed of Trust, recorded November 25, 1964, between Vernon C. Wilson to Edward R. Goff, Trustee, for A. B. Williamson and wife, Margaret G. Williamson, secures payment of a note in the sum of \$12,000.00, on real property known as a 110 foot wide strip of land out of Tract No. 24, Subdivision No. 8, Brazos Coast Investment Company Subdivision (D-134). See D-133.

An Assignment of Deed of Trust, recorded the same day, between A. B. Williamson and wife, Margaret G. Williamson, assigns and transfers the Lien at D-134 to Brazosport Savings and Loan Association (D-135). This lien was never released.

A Deed of Trust, recorded September 9, 1965, between A. B. Williamson and wife, Margaret Williamson to David P. Danheim, Trustee, for Brazosport Savings and Loan Association, secures payment of a note in the sum of \$15,300.00, on real property that includes Tract Nos. 24 and 25, Subdivision No. 8, Brazos Coast Investment Company Subdivision (D-136). See D-126.

On May 31, 1966, Socony Mobil Oil Company, Inc., changes their name to Mobil Oil Corporation (D-137). See D-123.

A Deed of Trust, recorded September 6, 1966, between A. B. Williamson and wife, Margaret Williamson to David P. Danheim, Trustee, for Brazosport Savings and Loan Association, renews and extends payment of a note in the sum of \$15,300.00, on real property that includes Tract Nos. 24 and 25, Subdivision No. 8, Brazos Coast Investment Company Subdivision (D-138). See D-136.

A Deed of Trust, recorded August 31, 1967, between A. B. Williamson and wife, Margaret Williamson to David P. Danheim, Trustee, for Brazosport Savings and Loan Association, renews and extends payment of a note in the sum of \$15,300.00, on real property that includes Tract Nos. 24 and 25, Subdivision No. 8, Brazos Coast Investment Company Subdivision (D-139). See D-138 and D-136.

A Deed of Trust, recorded August 31, 1967, between A. B. Williamson and wife, Margaret Williamson to David P. Danheim, Trustee, for Brazosport Savings and Loan Association, renews and extends payment of a note in the sum of \$15,300.00, on real property that includes Tract Nos. 24 and 25, Subdivision No. 8, Brazos Coast Investment Company Subdivision (D-140). See D-139, D-138 and D-136.

A Deed of Trust, recorded September 16, 1968, between A. B. Williamson and wife, Margaret Williamson to Joey R. Horn, Trustee, for Brazosport Savings and Loan Association, renews and extends payment of a note in the sum of \$15,300.00, on real property that includes Tract Nos. 24 and 25, Subdivision No. 8, Brazos Coast Investment Company Subdivision (D-141). See D-140, D-139, D-138 and D-136.

A Extension of Deed of Trust, recorded September 6, 1968, between A. B. Williamson and wife, Margaret Williamson to David P. Danheim, Trustee, for Brazosport Savings and Loan Association, extends payment of a note in the sum of \$15,300.00, on real property that includes Tract Nos. 24 and 25, Subdivision No. 8, Brazos Coast Investment Company Subdivision (D-142). See D-141, D-140, D-138 and D-136.

A Deed of Trust, recorded August 23, 1972, between A. B. Williamson and wife, Margaret Williamson to L. R. Giese, Trustee for The First National Bank of Angleton, secures payment of a note in the sum of \$11,500.00, on real property that includes Tract Nos. 24 and 25, Subdivision No. 8, Brazos Coast Investment Company Subdivision (D-143). See D-126.

On August 28, 1972, a Release from Brazosport Savings and Loan Association releases the promissory notes and real property described at D-142, D-141, D-140, D-139, D-138, and D-136 to A. B. Williamson, and wife, Margaret G. Williamson (D-144).

On December 27, 1972, a Release from The First National Bank of Angleton releases the promissory notes and real property described at D-143 to A. B. Williamson, and wife, Margaret G. Williamson (D-145).

On February 14, 1975, a Release from Brazosport Savings and Loan Association releases the promissory notes and real property described at D-132 and D-131 to J. O. Angle (D-146).

A Deed, recorded February 14, 1975, between J. O. Angle to Gulfco, Inc., a Texas corporation, conveyed the surface only of a lot 110 feet wide off of the West or Southwest side of Tract No. 24, now known as Tract 24A, Subdivision No. 8, Brazos Coast Investment Company Subdivision (D-147). See D-130.

A Deed of Trust, recorded February 14, 1975, from Gulfco, Inc., a Texas corporation to Minor M. Smith, Trustee, for J. O. Angle, secures payment of a note in the sum of \$19,000.00, on real property known as Tract No. 24A, Subdivision No. 8, Brazos Coast Investment Company Subdivision

(D-148). See D-147.

On August 1, 1975, a Release of Lien from J. O. Angle releases the promissory note and real property described at D-148 to Gulfco, Inc, a Texas corporation (D-149).

A Deed of Trust, recorded August 6, 1975, between Gulfco, Inc., a Texas corporation to D. M. Harsdorff, Trustee, for Brazosport Bank of Texas, secures payment of a note in the sum of \$19,000.00, on real property known as Tract No. 24A, Subdivision No. 8, Brazos Coast Investment Company Subdivision (D-150). See D-147.

On October 24, 1975, a General Warranty Deed from Gulfco, Inc., a Texas corporation, formerly known as Gulfco Marine Maintenance, Inc., a corporation, conveyed to Chromally American Corporation, a Delaware corporation portions of Tract No. 21, 21A, 21B, all of Tract No. 22, Tract No. 24A, and Tract No. 56, Subdivision No. 8, Brazos Coast Investment Company Subdivision (D-35). This property is subject to all outstanding mineral, royalty, and right-of-way conveyances.

An Easement, recorded May 23, 1978, between Chromalloy American Corporation, a Delaware corporation to Brazoria County, conveyed property five feet in width and thirty-six feet in length being the NE ½ of a ten foot wide easement in Tract No. 24, Subdivision No. 8, Brazos Coast Investment Company Subdivision (D-151).

On December 10, 1979, an Assignment and Conveyance, between Mobil Oil Corporation and Mobil Producing Texas & New Mexico Inc., a Delaware corporation, conveyed certain oil and gas and oil, gas and mineral leases, easements, right-of-ways, deeds, units, pooling agreements, operating agreements, and farmouts to Mobil Producing Texas & New Mexico Inc., a Delaware corporation (D-152). See D-137, D-123, D-122, D-121, D-119, D-118, D-117, and D-115.

A Quit Claim Deed, recorded March 5, 1980, between A. B. Williamson and wife, Margaret Williamson to Chromalloy American Corporation, a Delaware corporation, conveyed all of Tract No. 24, (except portions conveyed at D-130 and D-133), Subdivision No. 8, Brazos Coast Investment Company Subdivision, excepting all minerals (D-153). See D-126.

On March 17, 1980, a Release of Lien from Brazosport Bank of Texas to Gulfco, Inc., releases the promissory note and real property described at D-150 to Gulfco, Inc, a Texas corporation (D-154).

Option Termination and Release, recorded April 17, 1980, between Chromalloy American Corporation, a Delaware corporation, Gulfco, Inc., a Texas corporation, and B. L. Tanner to Fish Engineering & Construction, Inc., a Texas corporation, states that on November 12, 1979, Gulfco, Inc., a Texas corporation, sold and conveyed to Fish Engineering & Construction, Inc., a Texas corporation substantially all of the assets of Gulfco, Inc., including an option to purchase Tract Nos. 23, 24, 25, and 55, Subdivision No. 8, Brazos Coast Investment Company Subdivision (D-107). This document releases all parties involved from all obligations under the option.

A General Warranty Deed, recorded April 17, 1980, between Chromalloy American Corporation, a Delaware corporation to Fish Engineering & Construction, Inc., a Texas corporation, conveyed all of Tract No. 24, 24A, 25, and 55, Subdivision No. 8, Brazos Coast Investment Company Subdivision, excepting all minerals, easements and royalty conveyances (D-155). See D-153 and D-35.

A Deed of Trust and Security Agreement, recorded February 21, 1985, between Fish Engineering & Construction, Inc., a Texas corporation and Walter B. Hendrick, Trustee, for Mbank Houston, National Association secures payment of a note in the sum of \$6,200,000.00 on real property that includes Tract No. 21, 21A, 21B, all of Tract Nos. 22, 23, 24, 25, 55, 56, 57, and 58, Subdivision No. 8, Brazos Coast Investment Company Subdivision (D-46). See D-41 and D-155.

On October 11, 1985, a Supplemental Deed of Trust and Security Agreement between Fish Engineering & Construction, Inc., a Texas corporation and Walter B. Henderick, Trustee for Mbank Houston, National Association secures payment of a note in the sum of \$7,300,000.00 on real

property that includes Tract No. 21, 21A, 21B, all of Tract Nos. 22, 23, 24, 25, 55, 56, 57, and 58, Subdivision No. 8, Brazos Coast Investment Company Subdivision (D-48). See D-46.

A Subordination and Consent Agreement between C. B. Arnes, The Fish Investment Corporation, a Texas corporation, T. D. Tabbert and Don M. Simecheck, Junior Lien Holders and Mbank Houston, National Association, is recorded October 11, 1985. The indebtedness by Fish Engineering & Construction, Inc., a Texas corporation and evidence by the original note has been renewed, rearranged and extended (D-49). See D-48.

A Deed of Trust, recorded October 11, 1985, between Fish Engineering & Construction, Inc., a Texas corporation and David A. Werner, Trustee, for the benefit of C. B. Ames, The Fish Investment Corporation, a Texas corporation, T. D. Tabbert and Don M. Simecheck secures an Indemnity and Payment Agreement with real property that includes Tract No. 21, 21A, 21B, all of Tract Nos. 22, 23, 24, 25, 55, 56, 57, and 58, Subdivision No. 8, Brazos Coast Investment Company Subdivision (D-50). See D-49 and D-46.

A Second Supplemental Deed of Trust and Security Agreement between Fish Engineering & Construction, Inc. and Walter, B. Hendrick, Trustee for Mbank Houston, National Association, ratifies and confirms indebtedness as being in full force and effect for all purposes as a first and prior lien and security interest upon the mortgaged properties (D-51). See D-50, D-49, D-48, and D-46.

On September 28, 1987, a Third Supplemental Deed of Trust and Security Agreement between Fish Engineering & Construction, Inc., a Texas corporation and Walter, B. Hendrick, Trustee for Mbank Houston, National Association, ratifies and confirms indebtedness as being in full force and effect for all purposes as a first and prior lien and security interest upon the mortgaged properties (D-52). See D-51, D-50, D-49, D-48, and D-46.

An Assignment of Loan Documents, Liens and Security Interests, is recorded on May 18, 1988, between Mbank Houston, National Association, Assignor and MCORP Management Solutions, Inc., a Texas corporation, Assignee conveys all loan documents to the Assignee together with all liens, rights, titles, assignments, and interests arising from indebtedness (D-53). See D-52, D-51, D-49, D-48, and D-46.

On January 20, 1989, a Release of Liens is recorded from MCORP Management Solutions, Inc., a Texas corporation. MCORP Management Solutions, Inc., a Texas corporation, releases all indebtedness and other obligations secured by the security agreements at D-46, D-49, D-51, and D-52 (D-54).

On this same day, a Release of Lien is recorded from David A. Werner, Trustee for the benefit of C. B. Ames, The Fish Investment Corporation, a Texas corporation, T. D. Tabbert and Don M. Simecheck, releases all indebtedness and other obligations secured by the security agreement at D-50 (D-55). D. M. Simecheck did not sign release.

A General Warranty Deed with Vendors Lien is recorded January 20, 1989, between Fish Engineering & Construction, Inc., a Texas corporation and Hercules Offshore Corporation conveyed Tract No. 21, 21A, 21B, all of Tract Nos. 22, 23, 24, 25, 55, 57, and 58, Subdivision No. 8, Brazos

Coast Investment Company Subdivision, excepting all outstanding mineral, royalty, and right-of-ways conveyances (D-56). See D-41.

On this same day, a First Deed of Trust and Security Agreement, recorded January 20, 1989, between Hercules Offshore Corporation and Paul F. Helton, Jr., Trustee for Elders Finance, Inc., a New York corporation secures payment of a note in the sum of \$6,000,000.00 on real property that includes Tract No. 21, 21A, 21B, all of Tract Nos. 22, 23, 24, 25, 55, 57, and 58, Subdivision No. 8, Brazos Coast Investment Company Subdivision (D-57). See D-56.

A Financing Statement between Hercules Offshore Corporation, Debtor and Elders Finance, Inc., a New York corporation, Secured Party, is recorded February 22, 1989 (D-58). The Secured Party files Schedule A that includes all buildings, improvements, equipment and other properties that have been acquired by the Debtor and includes Tract No. 21, 21A, 21B, all of Tract Nos. 22, 23, 24, 25, 55, 57, and 58, Subdivision No. 8, Brazos Coast Investment Company Subdivision.

A General Warranty Deed, recorded September 7, 1993, between Hercules Offshore Corporation, a Delaware corporation and Hercules Real Estate Corporation, a Texas corporation conveyed Tract No. 21, 21A, 21B, all of Tract Nos. 22, 23, 24, 25, 55, 57, and 58, Subdivision No. 8, Brazos Coast Investment Company Subdivision, excepting all outstanding mineral, royalty, and right-of-ways conveyances (D-60). See D-56.

On September 7, 1993, a Release of Lien is recorded from Paracor Finance Inc., formerly known as Elders Finance, Inc., a New York corporation. Paracor Finance Inc. releases all indebtedness and other obligations secured by the security agreements at D-57 and D-58 (D-61).

On the same day, a Termination of Financing Statement is recorded by Elders Finance, Inc., a New York corporation, as Secured Party (D-62). This terminates the Financing Statement with Hercules Offshore Corporation, as Debtor. See D-58.

A Special Warranty Deed with Vendors Lien is recorded August 6, 1999, between Janet Casciato-Northrup, Trustee of the Chapter 7 Bankruptcy Estate of Hercules Marine Services Corporation and LDL Coastal Limited, L.P., conveyed Tract No. 21, 21A, 21B, all of Tract Nos. 22, 23, 24, 25, 55, 57, and 58, Subdivision No. 8, Brazos Coast Investment Company Subdivision, excepting all outstanding mineral, royalty, and right-of-ways conveyances (D-63). See D-60.

A Deed of Trust, recorded August 6, 1999, between LDL Coastal Limited, L.P., a Texas limited partnership, whose sole general partner is LDL Management, LLC, a Texas limited liability company and P. Michael Well, Trustee, for Houston Commerce Bank secures payment of a note in the amount of \$325,000.00 on real property that includes Tract No. 21, 21A, 21B, all of Tract Nos. 22, 23, 24, 25, 55, 57, and 58, Subdivision No. 8, Brazos Coast Investment Company Subdivision (D-64). See D-63.

An Assignment of Rents, is recorded August 6, 1999, between LDL Coastal Limited, L.P, a Texas limited partnership, whose sole general partner is LDL Management, LLC, a Texas limited liability company, Assignor and Houston Commerce Bank, Assignee (D-65). The Assignor enters into leases or may enter into leases and unconditionally assigns and transfers to Assignee all the rents and revenues and any other income earned from the property. See D-64.

A Financing Statement, is recorded August 6, 1999, between LDL Coastal Limited, L.P., a Texas limited partnership, Debtor and Houston Commerce Bank, as Secured Party (D-66). The Secured Party files Schedule A that includes all buildings, improvements, equipment and other proceeds relating to Tract No. 21, 21A, 21B, all of Tract Nos. 22, 23, 24, 25, 55, 57, and 58, Subdivision No. 8, Brazos Coast Investment Company Subdivision. See D-65.

3.5 Tract No. 25, Brazoria County, Texas

A Deed, recorded May 1950, between A. F. Hudgins to S. W. Hudgins, conveyed an undivided 1/6th interest in numerous property including Tract No. 25, Subdivision No. 8, Brazos Coast Investment Company Subdivision (D-156).

A Deed, recorded May 7, 1955, between J. W. Dennis to Frank K. Stevens, conveyed Tract No. 25, Subdivision No. 8, Brazos Coast Investment Company Subdivision (D-157). This is the same tract of land conveyed August 31, 1909 by Bee and Voglesang Masterson.

A Quit Claim Deed, recorded June 7, 1955, between S. W. Hudgins to Frank K. Stevens, conveys an undivided 1/6th interest in numerous property including Tract No. 25, Subdivision No. 8, Brazos Coast Investment Company Subdivision (D-158). See D-156.

A Deed, recorded June 13, 1955, between Frank K. Stevens to Joe M. Baggett, conveyed Tract No. 25, Subdivision No. 8, Brazos Coast Investment Company Subdivision, excepting all minerals (D-159). See D-157.

A Warranty Deed, recorded November 11, 1960, between Joe M. Baggett to T. C. Baggett et al., conveyed an undivided 10/11ths interest in Tract No. 25, Subdivision No. 8, Brazos Coast Investment Company Subdivision, excepting all minerals (D-160). See D-159.

On July 10, 1961, a Release from Frank K. Stevens releases the promissory notes and real property described at D-120 and D-159 to Joe M. Baggett (D-125).

A Warranty Deed, recorded July 10, 1961, between Joe M. Baggett and T. C. Baggett, et al., to A. B. Williamson and wife, Margaret G. Williamson, conveyed all of Tract Nos. 24 and 25, Subdivision No. 8, Brazos Coast Investment Company, excepting all minerals (D-126). See D-124 and D-160.

A Deed of Trust, recorded the same day, between A. B. Williamson and wife, Margaret G. Williamson to Robert C. Koonce, Trustee, for Joe M. Baggett, et al., secures payment of a note in the amount of \$7,500.00, on real property that includes Tract Nos. 24 and 25, Subdivision No. 8, Brazos Coast Investment Company Subdivision (D-127). See D-126.

A Right-of-Way, recorded August 15, 1961, between Joe M. Baggett and T. C. Baggett, et al., to Brazoria County, conveyed a strip of land twenty feet n width extending across the NW end of Tract No. 24 and 25, Subdivision No. 8, Brazos Coast Investment Company Subdivision (D-128). See D-126.

On November 29, 1961, a Release of Vendors Lien from Joe M. Baggett and T. C. Baggett releases the promissory notes and real property described at D-127 to A. B. Williamson, and wife, Margaret G. Williamson (D-129).

A Deed of Trust, recorded September 9, 1965, between A. B. Williamson and wife, Margaret Williamson to David P. Danheim, Trustee, for Brazosport Savings and Loan Association, secures payment of a note in the sum of \$15,300.00, on real property that includes Tract Nos. 24 and 25, Subdivision No. 8, Brazos Coast Investment Company Subdivision (D-136). See D-126.

A Deed of Trust, recorded September 6, 1966, between A. B. Williamson and wife, Margaret Williamson to David P. Danheim, Trustee, for Brazosport Savings and Loan Association, renews and extends payment of a note in the sum of \$15,300.00, on real property that includes Tract Nos. 24 and 25, Subdivision No. 8, Brazos Coast Investment Company Subdivision (D-138). See D-136.

A Deed of Trust, recorded August 31, 1967, between A. B. Williamson and wife, Margaret Williamson to David P. Danheim, Trustee, for Brazosport Savings and Loan Association, renews and extends payment of a note in the sum of \$15,300.00, on real property that includes Tract Nos. 24 and 25, Subdivision No. 8, Brazos Coast Investment Company Subdivision (D-139). See D-138 and D-136.

A Deed of Trust, recorded August 31, 1967, between A. B. Williamson and wife, Margaret Williamson to David P. Danheim, Trustee, for Brazosport Savings and Loan Association, renews and extends payment of a note in the sum of \$15,300.00, on real property that includes Tract Nos. 24 and 25, Subdivision No. 8, Brazos Coast Investment Company Subdivision (D-140). See D-139, D-138 and D-136.

A Deed of Trust, recorded September 16, 1968, between A. B. Williamson and wife, Margaret Williamson to Joey R. Horn, Trustee, for Brazosport Savings and Loan Association, renews and extends payment of a note in the sum of \$15,300.00, on real property that includes Tract Nos. 24 and 25, Subdivision No. 8, Brazos Coast Investment Company Subdivision (D-141). See D-140, D-139, D-138 and D-136.

A Extension of Deed of Trust, recorded September 6, 1968, between A. B. Williamson and wife, Margaret Williamson to David P. Danbeim, Trustee, for Brazosport Savings and Loan Association, extends payment of a note in the sum of \$15,300.00, on real property that includes Tract Nos. 24 and 25, Subdivision No. 8, Brazos Coast Investment Company Subdivision (D-142). See D-141, D-140, D-138 and D-136.

A Deed of Trust, recorded August 23, 1972, between A. B. Williamson and wife, Margaret Williamson to L. R. Giese, Trustee for The First National Bank of Angleton, secures payment of a note in the sum of \$11,500.00, on real property that includes Tract Nos. 24 and 25, Subdivision No. 8, Brazos Coast Investment Company Subdivision (D-143). See D-126.

On August 28, 1972, a Release from Brazosport Savings and Loan Association releases the promissory notes and real property described at D-142, D-141, D-140, D-139, D-138, and D-136 to A. B. Williamson, and wife, Margaret G. Williamson (D-144).

On December 27, 1972, a Release from The First National Bank of Angleton releases the promissory notes and real property described at D-143 to A. B. Williamson, and wife, Margaret G. Williamson (D-145).

A Lease, recorded November 6, 1975, between A. B. Williamson, Lessor to Chromalloy American Corporation, Gulfco Division, a Delaware corporation, Lessor, leases Tract Nos. 25 and 55, Subdivision No. 8, Brazos Coast Investment Company Subdivision, for a period of ten years to Lessee for a sum of \$72,000.00 (D-161). See D-126.

A General Warranty Deed, recorded March 5, 1980, between A. B. Williamson and wife, Margaret G. Williamson to Chromalloy American Corporation, a Delaware corporation, conveyed all of Tract Nos. 25 and 55, Subdivision No. 8, Brazos Coast Investment Company Subdivision, excepting all minerals (D-162). See D-126.

A Lease Termination and Release, recorded March 5, 1980, between A. B. Williamson, Lessor to Chromalloy American Corporation, Gulfco Division, a Delaware corporation, Lessee, terminates the lease at D-161 (D-163).

Option Termination and Release, recorded April 17, 1980, between Chromalloy American Corporation, a Delaware corporation, Gulfco, Inc., a Texas corporation, and B. L. Tanner to Fish Engineering & Construction, Inc., a Texas corporation, states that on November 12, 1979, Gulfco, Inc., a Texas corporation, sold and conveyed to Fish Engineering & Construction, Inc., a Texas corporation substantially all of the assets of Gulfco, Inc., including an option to purchase Tract Nos. 23, 24, 25, and 55, Subdivision No. 8, Brazos Coast Investment Company Subdivision (D-107). This document releases all parties involved from all obligations under the option.

A General Warranty Deed, recorded April 17, 1980, between Chromalloy American Corporation, a Delaware corporation to Fish Engineering & Construction, Inc., a Texas corporation, conveyed all of Tract No. 24, 24A, 25, and 55, Subdivision No. 8, Brazos Coast Investment Company Subdivision, excepting all minerals, easements and royalty conveyances (D-155). See D-153 and D-35.

A Deed of Trust and Security Agreement, recorded February 21, 1985, between Fish Engineering & Construction, Inc., a Texas corporation and Walter B. Hendrick, Trustee, for Mbank Houston, National Association secures payment of a note in the sum of \$6,200,000.00 on real property that includes Tract No. 21, 21A, 21B, all of Tract Nos. 22, 23, 24, 25, 55, 56, 57, and 58, Subdivision No. 8, Brazos Coast Investment Company Subdivision (D-46). See D-41 and D-155.

On October 11, 1985, a Supplemental Deed of Trust and Security Agreement between Fish Engineering & Construction, Inc., a Texas corporation and Walter B. Henderick, Trustee for Mbank Houston, National Association secures payment of a note in the sum of \$7,300,000.00 on real

property that includes Tract No. 21, 21A, 21B, all of Tract Nos. 22, 23, 24, 25, 55, 56, 57, and 58, Subdivision No. 8, Brazos Coast Investment Company Subdivision (D-48). See D-46.

A Subordination and Consent Agreement between C. B. Ames, The Fish Investment Corporation, a Texas corporation, T. D. Tabbert and Don M. Simecheck, Junior Lien Holders and Mbank Houston, National Association, is recorded October 11, 1985. The indebtedness by Fish Engineering & Construction, Inc., a Texas corporation and evidence by the original note has been renewed, rearranged and extended (D-49). See D-48.

A Deed of Trust, recorded October 11, 1985, between Fish Engineering & Construction, Inc., a Texas corporation and David A. Werner, Trustee, for the benefit of C. B. Ames, The Fish Investment Corporation, a Texas corporation, T. D. Tabbert and Don M. Simecheck secures an Indemnity and Payment Agreement with real property that includes Tract No. 21, 21A, 21B, all of Tract Nos. 22, 23, 24, 25, 55, 56, 57, and 58, Subdivision No. 8, Brazos Coast Investment Company Subdivision (D-50). See D-49 and D-46.

A Second Supplemental Deed of Trust and Security Agreement between Fish Engineering & Construction, Inc. and Walter, B. Hendrick, Trustee for Mbank Houston, National Association, ratifies and confirms indebtedness as being in full force and effect for all purposes as a first and prior lien and security interest upon the mortgaged properties (D-51). See D-50, D-49, D-48, and D-46.

On September 28, 1987, a Third Supplemental Deed of Trust and Security Agreement between Fish Engineering & Construction, Inc., a Texas corporation and Walter, B. Hendrick, Trustee for Mbank Houston, National Association, ratifies and confirms indebtedness as being in full force and effect for all purposes as a first and prior lien and security interest upon the mortgaged properties (D-52). See D-51, D-50, D-49, D-48, and D-46.

An Assignment of Loan Documents, Liens and Security Interests, is recorded on May 18, 1988, between Mbank Houston, National Association, Assignor and MCORP Management Solutions, Inc., a Texas corporation, Assignee conveys all loan documents to the Assignee together with all liens, rights, titles, assignments, and interests arising from indebtedness (D-53). See D-52, D-51, D-49, D-48, and D-46.

On January 20, 1989, a Release of Liens is recorded from MCORP Management Solutions, Inc., a Texas corporation. MCORP Management Solutions, Inc., a Texas corporation, releases all indebtedness and other obligations secured by the security agreements at D-46, D-49, D-51, and D-52 (D-54).

On this same day, a Release of Lien is recorded from David A. Werner, Trustee for the benefit of C. B. Ames, The Fish Investment Corporation, a Texas corporation, T. D. Tabbert and Don M. Simecheck, releases all indebtedness and other obligations secured by the security agreement at D-50 (D-55). D. M. Simecheck did not sign release.

A General Warranty Deed with Vendors Lien is recorded January 20, 1989, between Fish Engineering & Construction, Inc., a Texas corporation and Hercules Offshore Corporation conveyed Tract No. 21, 21A, 21B, all of Tract Nos. 22, 23, 24, 25, 55, 57, and 58, Subdivision No. 8, Brazos

Coast Investment Company Subdivision, excepting all outstanding mineral, royalty, and right-of-ways conveyances (D-56). See D-41.

On this same day, a First Deed of Trust and Security Agreement, recorded January 20, 1989, between Hercules Offshore Corporation and Paul F. Helton, Jr., Trustee for Elders Finance, Inc., a New York corporation secures payment of a note in the sum of \$6,000,000.00 on real property that includes Tract No. 21, 21A, 21B, all of Tract Nos. 22, 23, 24, 25, 55, 57, and 58, Subdivision No. 8, Brazos Coast Investment Company Subdivision (D-57). See D-56.

A Financing Statement between Hercules Offshore Corporation, Debtor and Elders Finance, Inc., a New York corporation, Secured Party, is recorded February 22, 1989 (D-58). The Secured Party files Schedule A that includes all buildings, improvements, equipment and other properties that have been acquired by the Debtor and includes Tract No. 21, 21A, 21B, all of Tract Nos. 22, 23, 24, 25, 55, 57, and 58, Subdivision No. 8, Brazos Coast Investment Company Subdivision.

A General Warranty Deed, recorded September 7, 1993, between Hercules Offshore Corporation, a Delaware corporation and Hercules Real Estate Corporation, a Texas corporation conveyed Tract No. 21, 21A, 21B, all of Tract Nos. 22, 23, 24, 25, 55, 57, and 58, Subdivision No. 8, Brazos Coast Investment Company Subdivision, excepting all outstanding mineral, royalty, and right-of-ways conveyances (D-60). See D-56.

On September 7, 1993, a Release of Lien is recorded from Paracor Finance Inc., formerly known as Elders Finance, Inc., a New York corporation. Paracor Finance Inc. releases all indebtedness and other obligations secured by the security agreements at D-57 and D-58 (D-61).

On the same day, a Termination of Financing Statement is recorded by Elders Finance, Inc., a New York corporation, as Secured Party (D-62). This terminates the Financing Statement with Hercules Offshore Corporation, as Debtor. See D-58.

A Special Warranty Deed with Vendors Lien is recorded August 6, 1999, between Janet Casciato-Northrup, Trustee of the Chapter 7 Bankruptcy Estate of Hercules Marine Services Corporation and LDL Coastal Limited, L.P., conveyed Tract No. 21, 21A, 21B, all of Tract Nos. 22, 23, 24, 25, 55, 57, and 58, Subdivision No. 8, Brazos Coast Investment Company Subdivision, excepting all outstanding mineral, royalty, and right-of-ways conveyances (D-63). See D-60.

A Deed of Trust, recorded August 6, 1999, between LDL Coastal Limited, L.P., a Texas limited partnership, whose sole general partner is LDL Management, LLC, a Texas limited liability company and P. Michael Well, Trustee, for Houston Commerce Bank secures payment of a note in the amount of \$325,000.00 on real property that includes Tract No. 21, 21A, 21B, all of Tract Nos. 22, 23, 24, 25, 55, 57, and 58, Subdivision No. 8, Brazos Coast Investment Company Subdivision (D-64). See D-63.

An Assignment of Rents, is recorded August 6, 1999, between LDL Coastal Limited, L.P, a Texas limited partnership, whose sole general partner is LDL Management, LLC, a Texas limited liability company, Assignor and Houston Commerce Bank, Assignee (D-65). The Assignor enters into leases or may enter into leases and unconditionally assigns and transfers to Assignee all the rents and revenues and any other income earned from the property. See D-64.

A Financing Statement, is recorded August 6, 1999, between LDL Coastal Limited, L.P., a Texas limited partnership, Debtor and Houston Commerce Bank, as Secured Party (D-66). The Secured Party files Schedule A that includes all buildings, improvements, equipment and other proceeds relating to Tract No. 21, 21A, 21B, all of Tract Nos. 22, 23, 24, 25, 55, 57, and 58, Subdivision No. 8, Brazos Coast Investment Company Subdivision. See D-65.

3.6 Tract No. 55, Brazoria County, Texas

There is no record source of title for the grantor of the deed at D-170.

In June of 1956, a Tax Suit filed by the State of Texas, Plaintiff, and against Patrick McSherry, et al., Defendants, is recorded in the District Court of Brazoria County, Texas. The District Court orders the Defendants to pay delinquent taxes plus interest for the tax years 1929 - 1954, on numerous property including Tract No. 55, Subdivision No. 8, Brazos Coast Investment Company Subdivision (D-164).

A Power of Attorney and Deed, recorded in June 1956, between Francis McSherry, Heir, to Pritchett Harvey, conveyed an equal undivided ½ interest in all land owned by the estate of Patrick McSherry, deceased. This includes Tract No. 55, Subdivision No. 8, Brazos Coast Investment Company Subdivision (D-165). See D-164.

On November 20, 1956, through a Affidavit, Francis McSherry signs an affidavit verifying her mother and father are both deceased, owned Tract No. 55, Subdivision No. 8, Brazos Coast Investment Company Subdivision (D-166). See D-165.

On November 20, 1956, through a Affidavit, Andrew G. Bermetz signs an affidavit verifying he is acquainted with Francis McSherry of Des Moines, Iowa (D-167). See D-166.

In July of 1956, a Will, of Patrick McSherry, Deceased, was recorded listing all personal belongings including Tract No. 55, Subdivision No. 8, Brazos Coast Investment Company Subdivision (D-168). See D-164.

A Deed of Trust, recorded November 19, 1957, between Francis McSherry to Walter Yerby, Trustee, for Walter Yerby, secures payment of a note in the sum of \$265.00, on real property known as Tract No. 55, Subdivision No. 8, Brazos Coast Investment Company Subdivision (D-169). See D-165.

A Quit Claim Deed, recorded April 18, 1958, between Mrs. R.E. L. Stringfellow to Mrs. Pollye Beacroft, conveyed all of Tract Nos. 55 and 57, Subdivision No. 8, Brazos Coast Investment Company Subdivision (D-170). Note, this is a wild deed, the Grantor never owned Tract No. 55.

A Deed of Trust, recorded August 22, 1960, between James Francis McSherry to R. G. Allen, Trustee, for Pritchett Harvey, secures payment of a note in the sum of \$393.35, on real property known as Tract No. 55, Subdivision No. 8, Brazos Coast Investment Company Subdivision (D-171). See D-169 and D-165.

In April of 1963, a Damage Suit, filed by James McSherry et al., Plaintiff, and against Mrs. Pollye Beacroft and husband, Defendants, is recorded under Cause Number 43,599 District Court Records. This document was never obtain, but appears to be filed due to the wild deed at D-170.

A Deed, recorded January 9, 1964, between James Francis McSherry and Pritchett Harvey to A. B. Williamson, conveyed Tract No. 55, Subdivision No. 8, Brazos Coast Investment Company Subdivision, excepting mineral conveyances and the Deed of Trust at D-171 (D-172). See D-165.

A Deed of Trust, recorded November 10, 1966, between A. B. Williamson to L. R. Giese, Trustee, for The First National Bank of Angleton, Texas, secures payment of a note in the sum of \$35,000.00,

on real property known as Tract No. 55, Subdivision No. 8, Brazos Coast Investment Company Subdivision (D-173). See D-172.

A Deed of Trust, recorded September 21, 1967, between A. B. Williamson to L. R. Giese, Trustee, for The First National Bank of Angleton, Texas, secures payment of a note in the sum of \$53,500.00, on real property known as Tract No. 55, Subdivision No. 8, Brazos Coast Investment Company Subdivision (D-174). See D-173.

A Renewal and Extension Agreement, recorded September 25, 1967, between A. B. Williamson and The First National Bank of Angleton, renews and extends payment of a note in the sum of \$53,500.00, on real property known as Tract No. 55, Subdivision No. 8, Brazos Coast Investment Company Subdivision (D-175). See D-174 and D-173.

A Renewal and Extension Agreement, recorded December 19, 1968, between A. B. Williamson and The First National Bank of Angleton, renews and extends payment of a note in the sum of \$63,500.00, on real property known as Tract No. 55, Subdivision No. 8, Brazos Coast Investment Company Subdivision (D-176). See D-175, D-174 and D-173.

A Deed of Trust, recorded December 19, 1968, between A. B. Williamson to L. R. Giese, Trustee, for The First National Bank of Angleton, Texas, secures payment of a note in the sum of \$63,500.00, on real property known as Tract No. 55, Subdivision No. 8, Brazos Coast Investment Company Subdivision (D-177). See D-176.

A Deed of Trust, recorded December 22, 1969, between A. B. Williamson to L. R. Giese, Trustee, for The First National Bank of Angleton, Texas, secures payment of a note in the sum of \$63,500.00, on real property known as Tract No. 55, Subdivision No. 8, Brazos Coast Investment Company Subdivision (D-178). See D-177.

A Extension of Deed of Trust, recorded December 22, 1969, between A. B. Williamson, and The First National Bank of Angleton, renews and extends payment of a note in the sum of \$63,500.00, on real property known as Tract No. 55, Subdivision No. 8, Brazos Coast Investment Company Subdivision (D-179). See D-178.

A Deed of Trust, recorded May 14, 1970, between A. B. Williamson to L. R. Giese, Trustee, for The First National Bank of Angleton, Texas, secures payment of a note in the sum of \$63,500.00,

on real property known as Tract No. 55, Subdivision No. 8, Brazos Coast Investment Company Subdivision (D-180). See D-179.

A Extension of Deed of Trust, recorded May 14, 1970, between A. B. Williamson and The First National Bank of Angleton, renews and extends payment of a note in the sum of \$63,500.00, on real property known as Tract No. 55, Subdivision No. 8, Brazos Coast Investment Company Subdivision (D-181). See D-180.

On September 3, 1971, a Release of Lien, from The First National Bank of Angleton, releases all indebtedness and other obligations secured by the security agreements at D-181 and D-180 (D-182).

A Lease, recorded November 6, 1975, between A. B. Williamson, Lessor to Chromalloy American Corporation, Gulfco Division, a Delaware corporation, Lessor, leases Tract Nos. 25 and 55, Subdivision No. 8, Brazos Coast Investment Company Subdivision, for a period of ten years to Lessee for a sum of \$72,000.00 (D-161). See D-126 and D-172.

A General Warranty Deed, recorded March 5, 1980, between A. B. Williamson and wife, Margaret G. Williamson to Chromalloy American Corporation, a Delaware corporation, conveyed all of Tract Nos. 25 and 55, Subdivision No. 8, Brazos Coast Investment Company Subdivision, excepting all minerals (D-162). See D-126 and D-172.

A Lease Termination and Release, recorded March 5, 1980, between A. B. Williamson, Lessor to Chromalloy American Corporation, Gulfco Division, a Delaware corporation, Lessee, terminates the lease at D-161 (D-163).

Option Termination and Release, recorded April 17, 1980, between Chromalloy American Corporation, a Delaware corporation, Gulfco, Inc., a Texas corporation, and B. L. Tanner to Fish Engineering & Construction, Inc., a Texas corporation, states that on November 12, 1979, Gulfco, Inc., a Texas corporation, sold and conveyed to Fish Engineering & Construction, Inc., a Texas corporation substantially all of the assets of Gulfco, Inc., including an option to purchase Tract Nos. 23, 24, 25, and 55, Subdivision No. 8, Brazos Coast Investment Company Subdivision (D-107). This document releases all parties involved from all obligations under the option.

A General Warranty Deed, recorded April 17, 1980, between Chromalloy American Corporation, a Delaware corporation to Fish Engineering & Construction, Inc., a Texas corporation, conveyed all of Tract No. 24, 24A, 25, and 55, Subdivision No. 8, Brazos Coast Investment Company Subdivision, excepting all minerals, easements and royalty conveyances (D-155). See D-153 and D-35.

A Deed of Trust and Security Agreement, recorded February 21, 1985, between Fish Engineering & Construction, Inc., a Texas corporation and Walter B. Hendrick, Trustee, for Mbank Houston, National Association secures payment of a note in the sum of \$6,200,000.00 on real property that includes Tract No. 21, 21A, 21B, all of Tract Nos. 22, 23, 24, 25, 55, 56, 57, and 58, Subdivision No. 8, Brazos Coast Investment Company Subdivision (D-46). See D-41 and D-155.

On October 11, 1985, a Supplemental Deed of Trust and Security Agreement between Fish Engineering & Construction, Inc., a Texas corporation and Walter B. Henderick, Trustee for Mbank

Houston, National Association secures payment of a note in the sum of \$7,300,000.00 on real property that includes Tract No. 21, 21A, 21B, all of Tract Nos. 22, 23, 24, 25, 55, 56, 57, and 58, Subdivision No. 8, Brazos Coast Investment Company Subdivision (D-48). See D-46.

A Subordination and Consent Agreement between C. B. Ames, The Fish Investment Corporation, a Texas corporation, T. D. Tabbert and Don M. Simecheck, Junior Lien Holders and Mbank Houston, National Association, is recorded October 11, 1985. The indebtedness by Fish Engineering & Construction, Inc., a Texas corporation and evidence by the original note has been renewed, rearranged and extended (D-49). See D-48.

A Deed of Trust, recorded October 11, 1985, between Fish Engineering & Construction, Inc., a Texas corporation and David A. Werner, Trustee, for the benefit of C. B. Ames, The Fish Investment Corporation, a Texas corporation, T. D. Tabbert and Don M. Simecheck secures an Indemnity and Payment Agreement with real property that includes Tract No. 21, 21A, 21B, all of Tract Nos. 22, 23, 24, 25, 55, 56, 57, and 58, Subdivision No. 8, Brazos Coast Investment Company Subdivision (D-50). See D-49 and D-46.

A Second Supplemental Deed of Trust and Security Agreement between Fish Engineering & Construction, Inc. and Walter, B. Hendrick, Trustee for Mbank Houston, National Association, ratifies and confirms indebtedness as being in full force and effect for all purposes as a first and prior lien and security interest upon the mortgaged properties (D-51). See D-50, D-49, D-48, and D-46.

On September 28, 1987, a Third Supplemental Deed of Trust and Security Agreement between Fish Engineering & Construction, Inc., a Texas corporation and Walter, B. Hendrick, Trustee for Mbank Houston, National Association, ratifies and confirms indebtedness as being in full force and effect for all purposes as a first and prior lien and security interest upon the mortgaged properties (D-52). See D-51, D-50, D-49, D-48, and D-46.

An Assignment of Loan Documents, Liens and Security Interests, is recorded on May 18, 1988, between Mbank Houston, National Association, Assignor and MCORP Management Solutions, Inc., a Texas corporation, Assignee conveys all loan documents to the Assignee together with all liens, rights, titles, assignments, and interests arising from indebtedness (D-53). See D-52, D-51, D-49, D-48, and D-46.

On January 20, 1989, a Release of Liens is recorded from MCORP Management Solutions, Inc., a Texas corporation. MCORP Management Solutions, Inc., a Texas corporation, releases all indebtedness and other obligations secured by the security agreements at D-46, D-49, D-51, and D-52 (D-54).

On this same day, a Release of Lien is recorded from David A. Werner, Trustee for the benefit of C. B. Ames, The Fish Investment Corporation, a Texas corporation, T. D. Tabbert and Don M. Simecheck, releases all indebtedness and other obligations secured by the security agreement at D-50 (D-55). D. M. Simecheck did not sign release.

A General Warranty Deed with Vendors Lien is recorded January 20, 1989, between Fish Engineering & Construction, Inc., a Texas corporation and Hercules Offshore Corporation conveyed Tract No. 21, 21A, 21B, all of Tract Nos. 22, 23, 24, 25, 55, 57, and 58, Subdivision No. 8, Brazos

Coast Investment Company Subdivision, excepting all outstanding mineral, royalty, and right-of-ways conveyances (D-56). See D-41.

On this same day, a First Deed of Trust and Security Agreement, recorded January 20, 1989, between Hercules Offshore Corporation and Paul F. Helton, Jr., Trustee for Elders Finance, Inc., a New York corporation secures payment of a note in the sum of \$6,000,000.00 on real property that includes Tract No. 21, 21A, 21B, all of Tract Nos. 22, 23, 24, 25, 55, 57, and 58, Subdivision No. 8, Brazos Coast Investment Company Subdivision (D-57). See D-56.

A Financing Statement between Hercules Offshore Corporation, Debtor and Elders Finance, Inc., a New York corporation, Secured Party, is recorded February 22, 1989 (D-58). The Secured Party files Schedule A that includes all buildings, improvements, equipment and other properties that have been acquired by the Debtor and includes Tract No. 21, 21A, 21B, all of Tract Nos. 22, 23, 24, 25, 55, 57, and 58, Subdivision No. 8, Brazos Coast Investment Company Subdivision.

A General Warranty Deed, recorded September 7, 1993, between Hercules Offshore Corporation, a Delaware corporation and Hercules Real Estate Corporation, a Texas corporation conveyed Tract No. 21, 21A, 21B, all of Tract Nos. 22, 23, 24, 25, 55, 57, and 58, Subdivision No. 8, Brazos Coast Investment Company Subdivision, excepting all outstanding mineral, royalty, and right-of-ways conveyances (D-60). See D-56.

On September 7, 1993, a Release of Lien is recorded from Paracor Finance Inc., formerly known as Elders Finance, Inc., a New York corporation. Paracor Finance Inc. releases all indebtedness and other obligations secured by the security agreements at D-57 and D-58 (D-61).

On the same day, a Termination of Financing Statement is recorded by Elders Finance, Inc., a New York corporation, as Secured Party (D-62). This terminates the Financing Statement with Hercules Offshore Corporation, as Debtor. See D-58.

A Special Warranty Deed with Vendors Lien is recorded August 6, 1999, between Janet Casciato-Northrup, Trustee of the Chapter 7 Bankruptcy Estate of Hercules Marine Services Corporation and LDL Coastal Limited, L.P., conveyed Tract No. 21, 21A, 21B, all of Tract Nos. 22, 23, 24, 25, 55, 57, and 58, Subdivision No. 8, Brazos Coast Investment Company Subdivision, excepting all outstanding mineral, royalty, and right-of-ways conveyances (D-63). See D-60.

A Deed of Trust, recorded August 6, 1999, between LDL Coastal Limited, L.P., a Texas limited partnership, whose sole general partner is LDL Management, LLC, a Texas limited liability company and P. Michael Well, Trustee, for Houston Commerce Bank secures payment of a note in the amount of \$325,000.00 on real property that includes Tract No. 21, 21A, 21B, all of Tract Nos. 22, 23, 24, 25, 55, 57, and 58, Subdivision No. 8, Brazos Coast Investment Company Subdivision (D-64). See D-63.

An Assignment of Rents, is recorded August 6, 1999, between LDL Coastal Limited, L.P, a Texas limited partnership, whose sole general partner is LDL Management, LLC, a Texas limited liability company, Assignor and Houston Commerce Bank, Assignee (D-65). The Assignor enters into leases or may enter into leases and unconditionally assigns and transfers to Assignee all the rents and revenues and any other income earned from the property. See D-64.

A Financing Statement, is recorded August 6, 1999, between LDL Coastal Limited, L.P., a Texas limited partnership, Debtor and Houston Commerce Bank, as Secured Party (D-66). The Secured Party files Schedule A that includes all buildings, improvements, equipment and other proceeds relating to Tract No. 21, 21A, 21B, all of Tract Nos. 22, 23, 24, 25, 55, 57, and 58, Subdivision No. 8, Brazos Coast Investment Company Subdivision. See D-65.

3.7 Tract No. 56, Brazoria County, Texas

On October 7, 1964, a Tax Suit, filed by the Brazosport Independent School District, Plaintiff, and against Joseph Nolte, Defendant, is recorded in the District Court of Brazoria County, Texas. The district Cause Number is 45,105. Judgement was filed April 26, 1965, under DCM 12-561. No document was provided in the title research.

A Sheriff's Deed, recorded August 4, 1965, between Robert R. Gladney, Sheriff to B. G. Sandlin, conveyed the real property known as Tract No. 56, Subdivision No. 8, Brazos Coast Investment Company Subdivision (D-183). This property came out of the above referenced Tax Suit.

A Deed, recorded May 21, 1970, between B. G. Sandlin to Gulfco Marine Maintenance, Inc., all the real property known as Tract No. 56, Subdivision No. 8, Brazos Coast Investment Company Subdivision (D-184). See D-183.

A Deed of Trust, recorded May 21, 1970, from Gulfco Marine Maintenance, Inc. to D. V. Collins, Trustee, for The First Freeport National Bank secures payment of a note in the sum of \$50,000.00, on real property that includes Tract No. 22 and Tract No. 56, Subdivision No. 8, Brazos Coast Investment Company Subdivision (D-82). See D-81 and D-184.

On April 27, 1971, a Deed of Trust is extended and renewed by Gulfco Marine Maintenance, Inc., a corporation. D. V. Collins, Trustee, for The First Freeport National Bank secures payment of a note in the sum of \$162,000.00, on real property that includes Tract No. 21, Subdivision No. 8, Brazos Coast Investment Company Subdivision (D-34). See D-32.

On April 27, 1971, a Release of Lien from The First Freeport National Bank releases the promissory note and real property described at D-184, D-82, and D-81 to Gulfco Marine Maintenance, Inc. (D-85).

On October 24, 1975, a General Warranty Deed from Gulfco, Inc., a Texas corporation, formerly known as Gulfco Marine Maintenance, Inc., a corporation, conveyed to Chromally American Corporation, a Delaware corporation Tract No. 21, 21A, 21B, all of Tract No. 22, Tract No. 24A, and Tract No. 56, Subdivision No. 8, Brazos Coast Investment Company Subdivision (D-35). This property is subject to all outstanding mineral, royalty, and right-of-way conveyances.

On April 2, 1976, a Deed of Trust is secured by Chromalloy American Corporation, a Delaware corporation. Ralph E. David, Trustee, for First Freeport National Bank secures payment of a note in the sum of \$189,049.01 on real property that includes Tract No. 21, 21A, 21B, all of Tract No. 22, and Tract No. 56, Subdivision No. 8, Brazos Coast Investment Company Subdivision (D-36). See D-34.

On April 10, 1979, an Assumption Deed is recorded, between Chromalloy American Corporation, a Delaware corporation and Gulfco, Inc., a Texas corporation (D-37). The Grantor conveyed all real property that includes Tract No. 21, 21A, 21B, all of Tract No. 22, Tract No. 24A, and Tract No. 56, Subdivision No. 8, Brazos Coast Investment Company Subdivision, excepting all outstanding mineral, royalty, and right-of-ways conveyances.

On April 19, 1979, a Partial Release of Lien from The First Freeport National Bank releases the promissory note and real property described at D-36 to Chromalloy American Corporation, a Delaware corporation (D-185).

A General Warranty Deed, recorded November 16, 1979, between Gulfco, Inc., a Texas corporation and Fish Engineering & Construction, Inc., conveyed Tract No. 21, 21A, 21B, all of Tract No. 22, Tract No. 56, and by a letter dated March 30, 1979, Tract Nos. 23, 24, 25, and 55, Subdivision No. 8, Brazos Coast Investment Company Subdivision, excepting all outstanding mineral, royalty, and right-of-ways conveyances (D-41). See D-37.

A Deed of Trust, recorded November 16, 1979, is secured by Fish Engineering & Construction, Inc.. Raymond J. Fields, Trustee, for The First Freeport National Bank secures payment of a note in the sum of \$1,105,760.00 on real property that includes Tract No. 21, 21A, 21B, all of Tract Nos. 22, 23, 24, 25, 55, and 56, Subdivision No. 8, Brazos Coast Investment Company Subdivision (D-42). See D-40.

On this same day, a Release is recorded from Gulfco, Inc., a Texas corporation. Gulfco, Inc., a Texas corporation, releases the promissory note and real property described at D-42 to Fish Engineering & Construction, Inc.(D-45).

A Deed of Trust and Security Agreement, recorded February 21, 1985, between Fish Engineering & Construction, Inc., a Texas corporation and Walter B. Hendrick, Trustee, for Mbank Houston, National Association secures payment of a note in the sum of \$6,200,000.00 on real property that includes Tract No. 21, 21A, 21B, all of Tract Nos. 22, 23, 24, 25, 55, 56, 57, and 58, Subdivision No. 8, Brazos Coast Investment Company Subdivision (D-46). See D-41 and D-155.

On October 11, 1985, a Supplemental Deed of Trust and Security Agreement between Fish Engineering & Construction, Inc., a Texas corporation and Walter B. Henderick, Trustee for Mbank Houston, National Association secures payment of a note in the sum of \$7,300,000.00 on real property that includes Tract No. 21, 21A, 21B, all of Tract Nos. 22, 23, 24, 25, 55, 56, 57, and 58, Subdivision No. 8, Brazos Coast Investment Company Subdivision (D-48). See D-46.

A Subordination and Consent Agreement between C. B. Ames, The Fish Investment Corporation, a Texas corporation, T. D. Tabbert and Don M. Simecheck, Junior Lien Holders and Mbank Houston, National Association, is recorded October 11, 1985. The indebtedness by Fish Engineering & Construction, Inc., a Texas corporation and evidence by the original note has been renewed, rearranged and extended (D-49). See D-48.

A Deed of Trust, recorded October 11, 1985, between Fish Engineering & Construction, Inc., a Texas corporation and David A. Werner, Trustee, for the benefit of C. B. Ames, The Fish

Investment Corporation, a Texas corporation, T. D. Tabbert and Don M. Simecheck secures an Indemnity and Payment Agreement with real property that includes Tract No. 21, 21A, 21B, all of Tract Nos. 22, 23, 24, 25, 55, 56, 57, and 58, Subdivision No. 8, Brazos Coast Investment Company Subdivision (D-50). See D-49 and D-46.

A Second Supplemental Deed of Trust and Security Agreement between Fish Engineering & Construction, Inc. and Walter, B. Hendrick, Trustee for Mbank Houston, National Association, ratifies and confirms indebtedness as being in full force and effect for all purposes as a first and prior lien and security interest upon the mortgaged properties (D-51). See D-50, D-49, D-48, and D-46.

On September 28, 1987, a Third Supplemental Deed of Trust and Security Agreement between Fish Engineering & Construction, Inc., a Texas corporation and Walter, B. Hendrick, Trustee for Mbank Houston, National Association, ratifies and confirms indebtedness as being in full force and effect for all purposes as a first and prior lien and security interest upon the mortgaged properties (D-52). See D-51, D-50, D-49, D-48, and D-46.

An Assignment of Loan Documents, Liens and Security Interests, is recorded on May 18, 1988, between Mbank Houston, National Association, Assignor and MCORP Management Solutions, Inc., a Texas corporation, Assignee conveys all loan documents to the Assignee together with all liens, rights, titles, assignments, and interests arising from indebtedness (D-53). See D-52, D-51, D-49, D-48, and D-46.

On January 20, 1989, a Release of Liens is recorded from MCORP Management Solutions, Inc., a Texas corporation. MCORP Management Solutions, Inc., a Texas corporation, releases all indebtedness and other obligations secured by the security agreements at D-46, D-49, D-51, and D-52 (D-54).

On this same day, a Release of Lien is recorded from David A. Werner, Trustee for the benefit of C. B. Ames, The Fish Investment Corporation, a Texas corporation, T. D. Tabbert and Don M. Simecheck, releases all indebtedness and other obligations secured by the security agreement at D-50 (D-55). D. M. Simecheck did not sign release.

A General Warranty Deed, recorded May 12, 1999, between Fish Engineering & Construction, Inc., to Jack Palmer and Ron W. Hudson, conveyed Tract No. 56, Subdivision No. 8, Brazos Coast Investment Company Subdivision, excepting all outstanding mineral, royalty, and right-of-ways conveyances (D-186). See D-41.

3.8 Tract No. 57, Brazoria County, Texas

A Sheriff's Deed, recorded October 16, 1936, between John McKinney, Sheriff to J. S. Montgomery and J. F. Harris, conveyed all right, title and interest in five acres of land known as Tract No. 57, Subdivision No. 8, Brazos Coast Investment Company Subdivision (D-187). This is the same property conveyed August 31, 1909 and owned by H. J. Titus.

On June 4, 1937, In the Matter of Proceeding by the County of Brazoria, Brazoria County, Plaintiff wishes to condemn certain land adjacent to the Intracoastal Canal for the purpose of navigation,

which renders needful the construction and maintenance of a canal and the acquisition of the right-of-way. Description of land is missing (D-188).

On June 4, 1937, In the Matter of Proceeding by the County of Brazoria, F. M. Harvin, Ben D. Cannan, and W. G. Stewart, Commissioners, assess the damages for the taking of numerous property, including land known as Lot 111, Tract No. 57, Subdivision No. 8, Brazos Coast Investment Company Subdivision (D-189). See D-188.

On May 18, 1939, a Right-of-Way, between Brazoria County to the United States of America, conveyed all right, title, and easement together with all spoil disposal areas which if has acquired. This includes numerous, including land known as Lot 111, Tract No. 57, Subdivision No. 8, Brazos Coast Investment Company Subdivision (D-190). See D-188.

A Deed, recorded March 17, 1942, between J. S. Montgomery and J. F. Harris to Nannie M. Stringfellow, conveyed all right, title and interest in five acres of land known as Tract No. 57, Subdivision No. 8, Brazos Coast Investment Company Subdivision, excepting minerals (D-191). See D-187.

A Quit Claim Deed, recorded July 16, 1947, between J. R. Gayle, Jr., to Nannie M. Stringfellow, conveyed all right, title and interest in five acres of land known as Tract No. 57, Subdivision No. 8, Brazos Coast Investment Company Subdivision (D-192). This is a wild deed. It is unknown how the Grantor obtained the property.

On September 10, 1947, J. F. Harris's Last Will and Testament was recorded in Probate (D-193). On November 27, 1950, as Affidavit by S. B. Hoefle, states, "no properties are now being held by me for the J. F. Harris Estate or Lottie Harris, the surviving spouse". (D-194).

On February 26, 1951, Mrs. Lottie Harris's Last Will and Testament was recorded in Probate (D-195).

On May 23, 1956, George E. Harris's Inventory and Appraisement was recorded in Probate (D-196).

A Quit Claim Deed, recorded April 18, 1958, between Mrs. R.E. L. Stringfellow to Mrs. Pollye Beacroft, conveyed all of Tract No. 57, Subdivision No. 8, Brazos Coast Investment Company Subdivision (D-170). See D-191.

An Affidavit, recorded October 27, 1964, Nannie M. Stringfellow, states that her deceased husband, R. E. L. Stringfellow owned land that comprised 3200 acres known as the Stringfellow pasture (D-90).

A Deed, recorded July 8, 1965, between Mrs. Pollye Beacroft to Shell Oil Company, a Delaware corporation, conveyed all of Tract No. 57, Subdivision No. 8, Brazos Coast Investment Company Subdivision, excepting minerals (D-197). See D-170.

On February 8, 1972, through a Warranty Deed, Shell Oil Company, a Delaware corporation conveyed to John T. Suggs and J. L. Wilson, all of Tract No. 57, Subdivision No. 8, Brazos Coast Investment Company Subdivision, excepting minerals (D-198). See D-197.

A Warranty Deed, recorded June 5, 1980, between John T. Suggs and J. L. Wilson to Fish Engineering & Construction, Inc., conveyed all of Tract No. 57, Subdivision No. 8, Brazos Coast Investment Company Subdivision, excepting minerals (D-199). See D-198.

A Deed of Trust and Security Agreement, recorded February 21, 1985, between Fish Engineering & Construction, Inc., a Texas corporation and Walter B. Hendrick, Trustee, for Mbank Houston, National Association secures payment of a note in the sum of \$6,200,000.00 on real property that includes Tract No. 21, 21A, 21B, all of Tract Nos. 22, 23, 24, 25, 55, 56, 57, and 58, Subdivision No. 8, Brazos Coast Investment Company Subdivision (D-46). See D-41 and D-155.

On October 11, 1985, a Supplemental Deed of Trust and Security Agreement between Fish Engineering & Construction, Inc., a Texas corporation and Walter B. Henderick, Trustee for Mbank Houston, National Association secures payment of a note in the sum of \$7,300,000.00 on real property that includes Tract No. 21, 21A, 21B, all of Tract Nos. 22, 23, 24, 25, 55, 56, 57, and 58, Subdivision No. 8, Brazos Coast Investment Company Subdivision (D-48). See D-46.

A Subordination and Consent Agreement between C. B. Ames, The Fish Investment Corporation, a Texas corporation, T. D. Tabbert and Don M. Simecheck, Junior Lien Holders and Mbank Houston, National Association, is recorded October 11, 1985. The indebtedness by Fish Engineering & Construction, Inc., a Texas corporation and evidence by the original note has been renewed, rearranged and extended (D-49). See D-48.

A Deed of Trust, recorded October 11, 1985, between Fish Engineering & Construction, Inc., a Texas corporation and David A. Werner, Trustee, for the benefit of C. B. Ames, The Fish Investment Corporation, a Texas corporation, T. D. Tabbert and Don M. Simecheck secures an Indemnity and Payment Agreement with real property that includes Tract No. 21, 21A, 21B, all of Tract Nos. 22, 23, 24, 25, 55, 56, 57, and 58, Subdivision No. 8, Brazos Coast Investment Company Subdivision (D-50). See D-49 and D-46.

A Second Supplemental Deed of Trust and Security Agreement between Fish Engineering & Construction, Inc. and Walter, B. Hendrick, Trustee for Mbank Houston, National Association, ratifies and confirms indebtedness as being in full force and effect for all purposes as a first and prior lien and security interest upon the mortgaged properties (D-51). See D-50, D-49, D-48, and D-46.

On September 28, 1987, a Third Supplemental Deed of Trust and Security Agreement between Fish Engineering & Construction, Inc., a Texas corporation and Walter, B. Hendrick, Trustee for Mbank Houston, National Association, ratifies and confirms indebtedness as being in full force and effect for all purposes as a first and prior lien and security interest upon the mortgaged properties (D-52). See D-51, D-50, D-49, D-48, and D-46.

An Assignment of Loan Documents, Liens and Security Interests, is recorded on May 18, 1988, between Mbank Houston, National Association, Assignor and MCORP Management Solutions, Inc., a Texas corporation, Assignee conveys all loan documents to the Assignee together with all liens, rights, titles, assignments, and interests arising from indebtedness (D-53). See D-52, D-51, D-49, D-48, and D-46.

On January 20, 1989, a Release of Liens is recorded from MCORP Management Solutions, Inc., a Texas corporation. MCORP Management Solutions, Inc., a Texas corporation, releases all indebtedness and other obligations secured by the security agreements at D-46, D-49, D-51, and D-52 (D-54).

On this same day, a Release of Lien is recorded from David A. Werner, Trustee for the benefit of C. B. Ames, The Fish Investment Corporation, a Texas corporation, T. D. Tabbert and Don M. Simecheck, releases all indebtedness and other obligations secured by the security agreement at D-50 (D-55). D. M. Simecheck did not sign release.

A General Warranty Deed with Vendors Lien is recorded January 20, 1989, between Fish Engineering & Construction, Inc., a Texas corporation and Hercules Offshore Corporation conveyed Tract No. 21, 21A, 21B, all of Tract Nos. 22, 23, 24, 25, 55, 57, and 58, Subdivision No. 8, Brazos Coast Investment Company Subdivision, excepting all outstanding mineral, royalty, and right-of-ways conveyances (D-56). See D-41.

On this same day, a First Deed of Trust and Security Agreement, recorded January 20, 1989, between Hercules Offshore Corporation and Paul F. Helton, Jr., Trustee for Elders Finance, Inc., a New York corporation secures payment of a note in the sum of \$6,000,000.00 on real property that includes Tract No. 21, 21A, 21B, all of Tract Nos. 22, 23, 24, 25, 55, 57, and 58, Subdivision No. 8, Brazos Coast Investment Company Subdivision (D-57). See D-56.

A Financing Statement between Hercules Offshore Corporation, Debtor and Elders Finance, Inc., a New York corporation, Secured Party, is recorded February 22, 1989 (D-58). The Secured Party files Schedule A that includes all buildings, improvements, equipment and other properties that have been acquired by the Debtor and includes Tract No. 21, 21A, 21B, all of Tract Nos. 22, 23, 24, 25, 55, 57, and 58, Subdivision No. 8, Brazos Coast Investment Company Subdivision.

A General Warranty Deed, recorded September 7, 1993, between Hercules Offshore Corporation, a Delaware corporation and Hercules Real Estate Corporation, a Texas corporation conveyed Tract No. 21, 21A, 21B, all of Tract Nos. 22, 23, 24, 25, 55, 57, and 58, Subdivision No. 8, Brazos Coast Investment Company Subdivision, excepting all outstanding mineral, royalty, and right-of-ways conveyances (D-60). See D-56.

On September 7, 1993, a Release of Lien is recorded from Paracor Finance Inc., formerly known as Elders Finance, Inc., a New York corporation. Paracor Finance Inc. releases all indebtedness and other obligations secured by the security agreements at D-57 and D-58 (D-61).

On the same day, a Termination of Financing Statement is recorded by Elders Finance, Inc., a New York corporation, as Secured Party (D-62). This terminates the Financing Statement with Hercules Offshore Corporation, as Debtor. See D-58.

A Special Warranty Deed with Vendors Lien is recorded August 6, 1999, between Janet Casciato-Northrup, Trustee of the Chapter 7 Bankruptcy Estate of Hercules Marine Services Corporation and LDL Coastal Limited, L.P., conveyed Tract No. 21, 21A, 21B, all of Tract Nos. 22, 23, 24, 25, 55,

57, and 58, Subdivision No. 8, Brazos Coast Investment Company Subdivision, excepting all outstanding mineral, royalty, and right-of-ways conveyances (D-63). See D-60.

A Deed of Trust, recorded August 6, 1999, between LDL Coastal Limited, L.P., a Texas limited partnership, whose sole general partner is LDL Management, LLC, a Texas limited liability company and P. Michael Well, Trustee, for Houston Commerce Bank secures payment of a note in the amount of \$325,000.00 on real property that includes Tract No. 21, 21A, 21B, all of Tract Nos. 22, 23, 24, 25, 55, 57, and 58, Subdivision No. 8, Brazos Coast Investment Company Subdivision (D-64). See D-63.

An Assignment of Rents, is recorded August 6, 1999, between LDL Coastal Limited, L.P., a Texas limited partnership, whose sole general partner is LDL Management, LLC, a Texas limited liability company, Assignor and Houston Commerce Bank, Assignee (D-65). The Assignor enters into leases or may enter into leases and unconditionally assigns and transfers to Assignee all the rents and revenues and any other income earned from the property. See D-64.

A Financing Statement, is recorded August 6, 1999, between LDL Coastal Limited, L.P., a Texas limited partnership, Debtor and Houston Commerce Bank, as Secured Party (D-66). The Secured Party files Schedule A that includes all buildings, improvements, equipment and other proceeds relating to Tract No. 21, 21A, 21B, all of Tract Nos. 22, 23, 24, 25, 55, 57, and 58, Subdivision No. 8, Brazos Coast Investment Company Subdivision. See D-65.

3.9 Tract No. 58, Brazoria County, Texas

There is a small uncertainty in the transfer of title between the deed at D-200 to Albert Walla and the deed from Betty Wray Walla de Groh at D-205. The probate records of Albert Walla and his wife, Bessie A. Walla, do not specifically mention this parcel. There is no record that Albert Walla conveyed his interest, or that Bessie A. Walla ever purported to convey an interest in the parcel. Albert Walla's will gives a contingent interest Betty Wray Walla, his grand-daughter. This interest never vests. The final decree in Albert Walla's estate awarded all of his property to his wife, Bessie A. Walla.

Bessie A. Walla's will gives the residue of her estate to Betty Wray Walla. The final decree awarded the residue of the estate to Betty Wray Walla. In executing the deed at D-205, Betty Wray Walla de Groh claims that she inherited the property from "Bessie Wray Walla," her grandmother, which may be the same person as Bessie A. Walla.

The probate records and Betty Wray Walla de Groh's deed appear to support her claim of title. The only uncertainty is that no one ever conveyed the property to her, and no court ever specifically awarded the property to her.

A Deed, recorded November 19, 1909, between Carlos Bee, N. M. Vogelsang, and A. E. Masterson, as Trustees, conveyed to Albert Walla, Lot 9 in Block 687, in Brazoria County, Texas (D-200). Note, the property description does not match the current description although this chain-of-title connects at D-202.

Chas. J. Horn, John W. Horn, and Thos. H. Horn, Officers, record a Certificate of Dissolution on November 19, 1918 (D-201). The Officers of the Brazos Coast Investment Company move to dissolve the corporation.

A Permit, recorded October 5, 1938, between Albert Walla to the United States of America, conveyed the right to deposit spoil and other excavated material during the construction and maintenance of the waterway on Tract No. 58, Subdivision No. 8, Brazos Coast Investment Company Subdivision (D-202). See D-200.

An Affidavit, recorded October 27, 1964, Nannie M. Stringfellow, states that her deceased husband, R. E. L. Stringfellow owned land that comprised 3200 acres known as the Stringfellow pasture (D-90).

On September 12, 1980, an Order Admitting Will to Probate was recorded (D-203). The Will of Albert F. Walla, deceased, gives no mention of the property of interest (Tract No. 58, Subdivision No. 8, Brazos Coast Investment Company Subdivision). See D-200.

On September 12, 1980, a Last Will and Testament, was recorded (D-204). The Will of Bessie A. Walla, gives no mention of the property of interest (Tract No. 58, Subdivision No. 8, Brazos Coast Investment Company Subdivision). See D-205.

A Warranty Deed, recorded September 12, 1980, between Betty Wray Walla de Groh to Fish Engineering & Construction, Inc., a Texas corporation, conveyed Tract No. 58, Subdivision No. 8, Brazos Coast Investment Company Subdivision (D-205). Betty Wray Walla de Groh inherited this property from her grandmother, Bessie Wray Walla. See D-204.

A Deed of Trust and Security Agreement, recorded February 21, 1985, between Fish Engineering & Construction, Inc., a Texas corporation and Walter B. Hendrick, Trustee, for Mbank Houston, National Association secures payment of a note in the sum of \$6,200,000.00 on real property that includes Tract No. 21, 21A, 21B, all of Tract Nos. 22, 23, 24, 25, 55, 56, 57, and 58, Subdivision No. 8, Brazos Coast Investment Company Subdivision (D-46). See D-41 and D-155.

On October 11, 1985, a Supplemental Deed of Trust and Security Agreement between Fish Engineering & Construction, Inc., a Texas corporation and Walter B. Henderick, Trustee for Mbank Houston, National Association secures payment of a note in the sum of \$7,300,000.00 on real property that includes Tract No. 21, 21A, 21B, all of Tract Nos. 22, 23, 24, 25, 55, 56, 57, and 58, Subdivision No. 8, Brazos Coast Investment Company Subdivision (D-48). See D-46.

A Subordination and Consent Agreement between C. B. Ames, The Fish Investment Corporation, a Texas corporation, T. D. Tabbert and Don M. Simecheck, Junior Lien Holders and Mbank Houston, National Association, is recorded October 11, 1985. The indebtedness by Fish Engineering & Construction, Inc., a Texas corporation and evidence by the original note has been renewed, rearranged and extended (D-49). See D-48.

A Deed of Trust, recorded October 11, 1985, between Fish Engineering & Construction, Inc., a Texas corporation and David A. Werner, Trustee, for the benefit of C. B. Ames, The Fish Investment Corporation, a Texas corporation, T. D. Tabbert and Don M. Simecheck secures an

Indemnity and Payment Agreement with real property that includes Tract No. 21, 21A, 21B, all of Tract Nos. 22, 23, 24, 25, 55, 56, 57, and 58, Subdivision No. 8, Brazos Coast Investment Company Subdivision (D-50). See D-49 and D-46.

A Second Supplemental Deed of Trust and Security Agreement between Fish Engineering & Construction, Inc. and Walter, B. Hendrick, Trustee for Mbank Houston, National Association, ratifies and confirms indebtedness as being in full force and effect for all purposes as a first and prior lien and security interest upon the mortgaged properties (D-51). See D-50, D-49, D-48, and D-46.

On September 28, 1987, a Third Supplemental Deed of Trust and Security Agreement between Fish Engineering & Construction, Inc., a Texas corporation and Walter, B. Hendrick, Trustee for Mbank Houston, National Association, ratifies and confirms indebtedness as being in full force and effect for all purposes as a first and prior lien and security interest upon the mortgaged properties (D-52). See D-51, D-50, D-49, D-48, and D-46.

An Assignment of Loan Documents, Liens and Security Interests, is recorded on May 18, 1988, between Mbank Houston, National Association, Assignor and MCORP Management Solutions, Inc., a Texas corporation, Assignee conveys all loan documents to the Assignee together with all liens, rights, titles, assignments, and interests arising from indebtedness (D-53). See D-52, D-51, D-49, D-48, and D-46.

On January 20, 1989, a Release of Liens is recorded from MCORP Management Solutions, Inc., a Texas corporation. MCORP Management Solutions, Inc., a Texas corporation, releases all indebtedness and other obligations secured by the security agreements at D-46, D-49, D-51, and D-52 (D-54).

On this same day, a Release of Lien is recorded from David A. Werner, Trustee for the benefit of C. B. Ames, The Fish Investment Corporation, a Texas corporation, T. D. Tabbert and Don M. Simecheck, releases all indebtedness and other obligations secured by the security agreement at D-50 (D-55). D. M. Simecheck did not sign release.

A General Warranty Deed with Vendors Lien is recorded January 20, 1989, between Fish Engineering & Construction, Inc., a Texas corporation and Hercules Offshore Corporation conveyed Tract No. 21, 21A, 21B, all of Tract Nos. 22, 23, 24, 25, 55, 57, and 58, Subdivision No. 8, Brazos Coast Investment Company Subdivision, excepting all outstanding mineral, royalty, and right-of-ways conveyances (D-56). See D-41.

On this same day, a First Deed of Trust and Security Agreement, recorded January 20, 1989, between Hercules Offshore Corporation and Paul F. Helton, Jr., Trustee for Elders Finance, Inc., a New York corporation secures payment of a note in the sum of \$6,000,000.00 on real property that includes Tract No. 21, 21A, 21B, all of Tract Nos. 22, 23, 24, 25, 55, 57, and 58, Subdivision No. 8, Brazos Coast Investment Company Subdivision (D-57). See D-56.

A Financing Statement between Hercules Offshore Corporation, Debtor and Elders Finance, Inc., a New York corporation, Secured Party, is recorded February 22, 1989 (D-58). The Secured Party files Schedule A that includes all buildings, improvements, equipment and other properties that have

been acquired by the Debtor and includes Tract No. 21, 21A, 21B, all of Tract Nos. 22, 23, 24, 25, 55, 57, and 58, Subdivision No. 8, Brazos Coast Investment Company Subdivision.

A General Warranty Deed, recorded September 7, 1993, between Hercules Offshore Corporation, a Delaware corporation and Hercules Real Estate Corporation, a Texas corporation conveyed Tract No. 21, 21A, 21B, all of Tract Nos. 22, 23, 24, 25, 55, 57, and 58, Subdivision No. 8, Brazos Coast Investment Company Subdivision, excepting all outstanding mineral, royalty, and right-of-ways conveyances (D-60). See D-56.

On September 7, 1993, a Release of Lien is recorded from Paracor Finance Inc., formerly known as Elders Finance, Inc., a New York corporation. Paracor Finance Inc. releases all indebtedness and other obligations secured by the security agreements at D-57 and D-58 (D-61).

On the same day, a Termination of Financing Statement is recorded by Elders Finance, Inc., a New York corporation, as Secured Party (D-62). This terminates the Financing Statement with Hercules Offshore Corporation, as Debtor. See D-58.

A Special Warranty Deed with Vendors Lien is recorded August 6, 1999, between Janet Casciato-Northrup, Trustee of the Chapter 7 Bankruptcy Estate of Hercules Marine Services Corporation and LDL Coastal Limited, L.P., conveyed Tract No. 21, 21A, 21B, all of Tract Nos. 22, 23, 24, 25, 55, 57, and 58, Subdivision No. 8, Brazos Coast Investment Company Subdivision, excepting all outstanding mineral, royalty, and right-of-ways conveyances (D-63). See D-60.

A Deed of Trust, recorded August 6, 1999, between LDL Coastal Limited, L.P., a Texas limited partnership, whose sole general partner is LDL Management, LLC, a Texas limited liability company and P. Michael Well, Trustee, for Houston Commerce Bank secures payment of a note in the amount of \$325,000.00 on real property that includes Tract No. 21, 21A, 21B, all of Tract Nos. 22, 23, 24, 25, 55, 57, and 58, Subdivision No. 8, Brazos Coast Investment Company Subdivision (D-64). See D-63.

An Assignment of Rents, is recorded August 6, 1999, between LDL Coastal Limited, L.P., a Texas limited partnership, whose sole general partner is LDL Management, LLC, a Texas limited liability company, Assignor and Houston Commerce Bank, Assignee (D-65). The Assignor enters into leases or may enter into leases and unconditionally assigns and transfers to Assignee all the rents and revenues and any other income earned from the property. See D-64.

A Financing Statement, is recorded August 6, 1999, between LDL Coastal Limited, L.P., a Texas limited partnership, Debtor and Houston Commerce Bank, as Secured Party (D-66). The Secured Party files Schedule A that includes all buildings, improvements, equipment and other proceeds relating to Tract No. 21, 21A, 21B, all of Tract Nos. 22, 23, 24, 25, 55, 57, and 58, Subdivision No. 8, Brazos Coast Investment Company Subdivision. See D-65.

4.0 RECOMMENDATIONS

The title search is complete. The minor possible gaps in title described above do not merit further research. SAIC recommends conducting individual and business research on the current owners, listed in Figure 4, to verify their current status, address and telephone number. SAIC is conducting this research as part of the PRP search report for this site.

APPENDIX A TITLE DOCUMENT REFERENCES

APPENDIX A

TITLE DOCUMENT REFERENCES

- D-1 Deed. T. T. Stratton, Grantor; Harrison Oil Company, J. S. Abercrombie Co. and Frank K. Stevens, Grantees; dated February 7, 1935; recorded February 7, 1935.
- D-2 Deed. T. T. Stratton, Grantor, R. M. Lee, Grantee; dated March 4, 1936; recorded March 30, 1936.
- D-3 Quit Claim Deed. Thomas J. Jones, Grantee; J. W. Stone, Grantor; dated November 17, 1937; recorded July 22, 1938.
- D-4 Quit Claim Deed. J. W. Stone, Grantor; H. Merlyn Christie and S. E. Dunnam, Jr., Grantees; dated October 19, 1938; recorded October 25, 1938.
- D-5 Royalty Deed. J. W. Stone, Grantor; T. T. Stratton, Grantee; dated October 18, 1938; recorded October 26, 1938.
- D-6 Royalty Deed. T. T. Stratton and Mabel H. Stratton, his wife, Grantors; Miss Eleanor Adriance Stevens, Grantee; dated October 29, 1938; recorded November 14, 1938.
- D-7 Correction Deed. J. W. Stone, Grantor; H. Merlyn Christie and S. E. Dunnam, Jr., Grantees; dated December 7, 1938, recorded December 19, 1938.
- D-8 Quit Claim Deed. Mrs. R. M. Lee, widow of R. M. Lee, Mrs. Mary Louise Giesecke, Neal Giesecke, and T. T. Stratton; Grantors; J. W. Stone, Grantee; dated October 15, 1938; recorded February 15, 1938 (1939).
- D-9 Deed. J. W. Stone, Grantor; Rika Royalty Company, Grantee; dated March 21, 1939; recorded March 23, 1939.
- D-10 Right-of-Way Deed. H. Merlyn Christie, S. E. Dunnam, Jr., Eleanor Stevens Vaughn (born Eleanor A. Stevens), and H. M. Vaughn, her husband Grantors; United States of America, Grantee; dated February 16, 1939; recorded May 18, 1939.
- D-11 Right-of-Way Deed. T. T. Stratton, Mrs. R. M. Lee, a widow, and Mary Louise Lee, Grantors; United States of America, Grantee; dated April 20, 1937; recorded May 18, 1939.
- D-12 Right-of-Way Deed. J. W. Stone, Grantor; United States of America, Grantee; dated February 16, 1939; recorded May 18, 1939.
- D-13 Right-of-Way Deed. Rika Royalty Co., Grantor; United States of America, Grantee; dated August 2, 1939; recorded August 4, 1939.

- D-14 Deed. Rika Royalty Company, Grantor; J. W. Stone, Grantee; dated December 31, 1942; recorded February 12, 1943.
- D-15 Mineral Deed. J. W. Stone, Grantor; Mary Ethel Paine, Grantee; dated September 17, 1950; recorded September 21, 1950.
- D-16 Surface Deed. J. W. Stone, Grantor; E. C. Allen, Grantee; dated October 29, 1953; recorded September 3, 1954.
- D-17 Special Warranty Deed. E. C. Allen, Grantor; Fred H. Ramer, Sr., Grantee; dated January 23, 1957; recorded February 13, 1957.
- D-18 Mineral Deed. J. W. Stone, Grantor; Mary Ethel Paine, Grantee; dated March 11, 1957; recorded March 12, 1957.
- D-19 Warranty Deed. J. W. Stone, Grantor; Rev. E. C. Allen, Grantee; dated March 11, 1957; recorded June 10, 1957.
- D-20 Warranty Deed. E. C. Allen, Grantor; C. C. Childers, Grantee; dated June 13, 1957; recorded November 27, 1957.
- D-21 Warranty Deed. C. C. Childers, Grantor; Fred H. Ramer, Sr., Grantee; dated April 26, 1961; record May 5, 1961.
- D-22 Right-of-Way. Fred H. Ramer, Sr., Grantor; Brazoria County, Grantee; dated April 30, 1961; recorded August 15, 1961.
- D-23 Right-of-Way Easement Deed. H. Merlyn Christie and Sam E. Dunnam, Jr., Grantors; Brazoria County, Grantee; dated April 19, 1961, recorded August 15, 1961.
- D-24 Warranty Deed. Fred H. Ramer, Sr., Grantor; Dr. Carl M. Carroll, Jr., Grantee; dated May 22,1961; recorded August 3, 1962.
- D-25 Mineral Deed. H. Merlyn Christie, Grantor, Carter Byron Christie, Kay Christie and Craig Hart Christie, Grantees; dated May 1, 1961; recorded September 3, 1968.
- D-26 Tax Suit. Brazosport Independent School District, Plaintiff; W. J. D. Way, et al., Defendants; dated October 7, 1964; Cause Number 45,105 of the District Clerks Office of Brazoria County, Texas.
- D-27 Partition Deed. Sam E. Dunnam, a/k/a S. E. Dunnam, Jr., individually and as Executor of the Estate of Virginia Illig. Dunnam, deceased, Carter Byron Christie, Kay Christie, Craig Hart Christie, Dr. Carl M. Carroll, Jr., and Fred H. Ramer, Sr., Grantors; Sam E. Dunnam, Carter Byron Christie, Kay Christie, Craig Hart Christie, Dr. Carl M. Carroll, Jr., and Fred H. Ramer, Sr., Grantees; dated May 31, 1966; recorded May 20, 1969.

- D-28 Deed. Sam E. Dunnam, individually and as Trustee for the Estate of Virginia Illig Dunnam, and Carter Byron Christie, Kay Christie, and Craig H. Christie, Grantors; Gulfco Marine Maintenance, Inc., a corporation; dated July 30, 1969; recorded August 1, 1969.
- D-29 Deed. Carl M. Carroll, Jr. and Fred H. Ramer, Sr., Grantors; Billy G. Sandlin and Bobby L. Tanner, Grantees; dated July 2, 1969; recorded September 5, 1969.
- D-30 Deed. Billy G. Sandlin and Bobby L. Tanner, Grantors; Gulfco Marine Maintenance, Inc., a corporation, Grantee; dated July 2, 1969; recorded September 5, 1969.
- D-31 Deed of Trust. Gulfco Marine Maintenance, Inc., a corporation, Grantor; Fred A. Palmer, Jr., Trustee, for First State Bank, Clute, Texas secures payment of a note in the amount of \$10,000.00 payable to First State Bank, Clute, Texas; dated July 2, 1969; recorded September 5, 1969.
- D-32 Deed of Trust. Gulfco Marine Maintenance, Inc., a corporation; Grantor; D. V. Collins, Trustee for The First Freeport National Bank secures payment of a note in the amount of \$162,000.00 payable to First Freeport National Bank; dated December 15, 1970; recorded December 17, 1970.
- D-33 Release of Lien. From First State Bank of Clute, Texas to Gulfco Marine Maintenance, Inc., a corporation; dated December 22, 1970; recorded December 28, 1970.
- D-34 Deed of Trust. Gulfco Marine Maintenance, Inc., a corporation; Grantor; D. V. Collins, Trustee, for The First Freeport National Bank secures payment of a note in the sum of \$162,000.00 payable to First Freeport National Bank; dated April 23, 1971; recorded April 27, 1971.
- D-35 General Warranty Deed. Gulfco, Inc., a Texas corporation (formerly known as Gulfco Marine Maintenance, Inc., a corporation; Chromally American Corporation, Grantee; dated October 24, 1975; recorded October 29, 1975.
- D-36 Deed of Trust. Chromalloy American Corporation, Grantor; Ralph E. David, Trustee secures payment of a note in the sum of \$189,049.01 payable to First Freeport National Bank; dated March 16, 1976; recorded April 2, 1976.
- D-37 Assumption Deed. Chromalloy American Corporation, a Delaware corporation, Grantor; Gulfco, Inc., a Texas corporation, Grantee; dated March 30, 1979; recorded April 10, 1979.
- D-38 Deed of Trust. Gulfco, Inc., a Texas corporation, Grantor; Ralph E. David, Trustee, secures payment of a note in the sum of \$6,666.66, payable to First Freeport National Bank; dated March 30, 1979; recorded April 10, 1979.

- D-39 Deed of Trust to Secure Assumption. Gulfco, Inc., a Texas corporation; Len Allen, Trustee secures payment of a note in the sum of \$189,049.01 payable to First Freeport National Bank, dated March 30, 1979; recorded April 16, 1979.
- D-40 Deed of Trust. Gulfco, Inc., a Texas corporation, Grantor; Ralph E. David, Trustee, secures payment of a note in the sum of \$250,000.00 payable to First Freeport National Bank; , dated November 12, 1979; recorded November 14, 1979.
- D-41 General Warranty Deed. Gulfco, Inc., a Texas corporation, Grantor; Fish Engineering & Construction, Inc., Grantee; dated November 12, 1979; recorded November 16, 1979.
- D-42 Deed of Trust. Fish Engineering & Construction, Inc., Grantor; Raymond J. Fields, Trustee secures payment of a note in the sum of \$506,000.00 payable to Gulfco, Inc., Holder; dated November 12, 1979; recorded November 16, 1979.
- D-43 Release of Lien. From The First Freeport National Bank to Gulfco, Inc.; dated May 29, 1981; recorded June 9, 1981.
- D-44 Release. From First Freeport National Bank to Gulfco, Inc.; dated November 12, 1982; recorded December 3, 1982.
- D-45 Release. From Gulfco, Inc., a Texas corporation to Fish Engineering & Construction, Inc., a Texas corporation; dated November 16, 1982; recorded December 3, 1982.
- D-46 Deed of Trust and Security Agreement. Fish Engineering & Construction, Inc., a Texas corporation, Grantor; Walter B. Hendrick, Trustee secures payment of a note in the sum of \$6,200,000.00 payable to Mbank Houston, National Association; dated February 20, 1985; recorded February 21, 1985.
- D-47 Sole Independent Executors Deed. Estate of Sam E. Dunnam, J. W. Stone, Grantor; Sam E. Dunnam, IV, James M. Dunnam and Robert P. Dunnam, Grantees; dated August 30, 1985; recorded September 12, 1985.
- D-48 Supplemental Deed of Trust and Security Agreement. Fish Engineering & Construction, Inc., a Texas corporation, Grantor; Walter B. Henderick, Trustee for Mbank Houston, National Association; dated October 1, 1985; recorded October 11, 1985.
- D-49 Subordination and Consent Agreement. C. B. Ames, The Fish Investment Corporation, T. D. Tabbert and Don M. Simecheck, Junior Lien Holders and Fish Engineering & Construction, Inc.; Mbank Houston, National Association, Grantee; dated October 10, 1985; recorded October 11, 1985.

- D-50 Deed of Trust. Fish Engineering & Construction, Inc., a Texas corporation, Grantor; David A. Werner, Trustee secures payment of a note in the sum of \$6,200,000.00 payable to C. B. Ames, The Fish Investment Corporation, T. D. Tabbert and Don M. Simecheck; dated October 10, 1985; recorded October 11, 1985.
- D-51 Second Supplemental Deed of Trust and Security Agreement. Fish Engineering & Construction, Inc., a Texas corporation; Walter, B. Hendrick, Trustee for Mbank Houston, National Association; dated November 4, 1985; recorded November 18, 1985.
- D-52 Third Supplemental Deed of Trust and Security Agreement. Fish Engineering & Construction, Inc., a Texas corporation; Walter, B. Hendrick, Trustee for Mbank Houston, National Association; dated September 1, 1987; recorded September 28, 1987.
- D-53 Assignment of Loan Documents, Liens and Security Interests. Mbank Houston, N. A., Assignor; MCORP Management Solutions, Inc., a Texas corporation, Assignee; dated January 1, 1988; recorded May 18, 1988.
- D-54 Release of Liens. From MCORP Management Solutions, Inc. to Fish Engineering & Construction, Inc., a Texas corporation; dated January 20, 1989; recorded January 20, 1989.
- D-55 Release of Lien. From C. B. Ames, The Fish Investment Corporation, a Texas corporation,
 T. D. Tabbert to Fish Engineering & Construction, Inc., a Texas corporation; dated January
 20, 1989; recorded January
 20, 1989.
- D-56 General Warranty Deed with Vendors Lien. Fish Engineering & Construction, Inc., a Texas corporation, Grantor; Hercules Offshore Corporation, Grantee; dated January 20, 1989; recorded January 20, 1989.
- D-57 First Deed of Trust and Security Agreement. Hercules Offshore Corporation, Grantor; Paul F. Helton, Jr., Trustee secures payment in the amount of \$6,000.000.00 payable to Elders Finance, Inc., a New York corporation; dated January 20, 1989; recorded January 20, 1989.
- D-58 Financing Statement. Hercules Offshore Corporation, Debtor; Elders Finance, Inc., a New York corporation, Secured Party; Dated February 22, 1989; recorded February 22, 1989.
- D-59 Deed of Trust, Security Agreement, Financing Statement and Assignment of Production. James M. Dunnam, Mortgagor; Bill B. White, Trustee for Texas Commerce Bank National Association, Mortgagee; dated September 6, 1989; record September 11, 1989.
- D-60 General Warranty Deed. Hercules Offshore Corporation, a Delaware corporation, Grantor, Hercules Real Estate Corporation, a Texas corporation, Grantee; dated September 1, 1993; recorded September 7, 1993.
- D-61 Release of Lien. Paracor Finance Inc., formerly known as Elders Finance, Inc., Lender; Hercules Offshore Corporation, a Delaware corporation, Maker; dated September 1, 1993; recorded September 7, 1993.

- D-62 Termination of Financing Statement. Elders Finance, Inc., a New York corporation, Secured Party; Hercules Offshore Corporation, Debtor; dated September 7, 1993; recorded September 7, 1993.
- D-63 Special Warranty Deed with Vendors Lien. Janet Casciato-Northrup, Trustee of the Chapter
 7 Bankruptcy Estate of Hercules Marine Services Corporation, Grantor; LDL Coastal Limited, L.P., Grantee; dated August 2, 1999; recorded August 6, 1999.
- D-64 Deed of Trust and security Agreement. LDL Coastal Limited, L. P., a Texas limited partnership, whose sole general partner is LDL Management, LLC, a Texas limited liability company, Grantor; P. Michael Wells, Trustee secures payment of a note in the amount of \$325,000.00, payable to Houston Commerce Bank, Beneficiary; dated August 3, 1999; recorded August 6, 1999.
- D-65 Assignment of Rents. LDL Coastal Limited, L. P., a Texas limited partnership, whose sole general partner is LDL Management, LLC, a Texas limited liability company, Assignor; Houston Commerce Bank, Assignee; dated August 3, 1999; recorded August 6, 1999.
- D-66 Financing Statement. LDL Coastal Limited, L. P., a Texas limited partnership, whose sole general partner is LDL Management, LLC, a Texas limited liability company, Debtor; Houston Commerce Bank, Secured Party; dated August 3, 1999; recorded August 6, 1999.
- D-67 Deed. T. H. Holloway and wife, Fern Holloway, Grantors; Al Belanger, Grantee; dated July 30, 1952; recorded July, 1952.
- D-68 Right of Way. Al Belanger, Grantor; Brazoria County, Grantee; dated March 25, 1961; recorded August 15, 1961.
- D-69 Original Petition. Cora M. Belanger, Plaintiff; Al A. Belanger, Defendant; filed August 30, 1965; District Court Cause No. 45, 764.
- D-70 Deed. Al A. Belanger, Grantor; Cora M. Balancer, Grantee; dated August 30, 1965; recorded September 1, 1965.
- D-71 Deed. Cora M. Balancer, Grantor; Robert C. Koonce, Edward R. Goff and David C. Bonnen, Grantees; dated August 30, 1965; recorded September 1, 1965.
- D-72 Deed of Trust. Robert C. Koonce, Edward R. Goff and David C. Bonnen, Grantors; James F. Crew, Trustee secures payment of a note in the sum of \$7,500.00, payable to American Savings and Loan Association of Lake Jackson; dated September 1, 1965; recorded September 1, 1965.
- D-73 Correction Deed. Al A. Balancer, Grantor; Cora M. Balancer, Grantee; dated September 16, 1965; recorded September 17, 1965.

- D-74 Deed. Edward R. Goff and David C. Bonnen, Grantors; Robert C. Koonce, Grantee; dated April 19, 1967; recorded April 20, 1967.
- D-75 Deed of Trust. Robert C. Koonce, Grantor; G. E. Waller, Trustee secures payment of a note in the sum of \$19,000.00, payable to Angleton Bank of Commerce; dated April 19, 1967; recorded April 20, 1967.
- D-76 Release. American Savings and Loan Association, Holder; Robert C. Koonce, Edward R. Goff and David C. Bonnen, Beneficiaries; dated April 20, 1967; recorded April 24, 1967.
- D-77 Deed. Robert C. Koonce, Grantor; A. B. Williamson, Grantee; dated April 28, 1969; recorded May 2, 1969.
- D-78 Release of Lien. Angleton Bank of Commerce, Holder; Robert C. Koonce, Beneficiary; dated April 30, 1969; record May 12, 1969.
- D-79 Deed of Trust. B. L. Tanner, Grantor; D. V. Collins, Trustee, for The First Freeport National Bank secures payment of a note in the sum of \$24,500.00; dated April 8, 1970; recorded April 14, 1970.
- D-80 Warranty Deed and Vendors Assignment. A. B. Williamson, Grantor; B. L. Tanner and The First Freeport National Bank, Grantee/Holder; dated April 8, 1970; recorded April 15, 1970.
- D-81 Deed. B. L. Tanner, Grantor; Gulfco Marine Maintenance, Inc., Grantee; dated May 14, 1970; recorded May 21, 1970.
- D-82 Deed of Trust. Gulfco Marine Maintenance, Inc., Grantor; D. V. Collins, Trustee for The First Freeport National Bank secures payment of a note in the sum of \$50,000.00; dated May 14, 1970; recorded May 21, 1970.
- D-83 Release of Lien. The First Freeport National Bank, Holder; B. L. Tanner, Beneficiary; dated May 21, 1970; recorded May 26, 1970.
- D-84 Quite Claim Deed. United States of America, Grantor; Gulfco Marine Maintenance, Inc., Grantee; dated November 24, 1970; filed for record April 5, 1970.
- D-85 Release of Lien. The First Freeport National Bank, Holder; Gulfco Marine Maintenance, Inc., Beneficiary; dated April 23, 1971; record April 27, 1971.
- D-86 Deed. C. L. Minkler, Grantor; A. J. Smith, Grantee; dated June 22, 1939; recorded December 12, 1939.
- D-87 Affidavit of Heirship and No Administration. A. J. Smith, J. C. Evans, and Mrs. Ruth Evans, in the Matter of Heirship of Lola A. Smith, Deceased; dated September 22, 1943; recorded September 28, 1943.

- D-88 Deed. A. J. Smith, Grantor; R. E. L. Stringfellow, Grantee; dated April 7, 1945; recorded April 9, 1945.
- D-89 Right-of-Way Deed. Nannie M. Stringfellow, widow, Grantor; Brazoria County, Grantee; dated March 30, 1961; recorded August 15, 1961.
- D-90 Affidavit. Nannie M. Stringfellow, the widow of R. E. L. Stringfellow, Deceased; dated February 5, 1957; recorded October 27, 1964.
- D-91 Warranty Deed. R. E. L. Stringfellow, Grantor; L. S. Womack, Grantee; dated June 7, 1965, recorded June 14, 1965.
- D-92 Quite Claim Deed. Lola Ruth Smith Evans, widow, Grantor; L. S. Womack, Grantee; dated November 15, 1966; recorded November 15, 1966.
- D-93 Deed. L. S. Womack, Grantor; Anthony Zanakos and wife, Beverly Joyce Zanakos, Grantees; dated November 22, 1966; recorded November 22, 1966.
- D-94 Deed of Trust. Anthony Zanakos and wife, Beverly Joyce Zanakos, Grantors; Frank W. Stevens, Trustee secures payment of a note in the sum of \$11,000.00, payable to L. S. Womack; dated November 22, 1966; recorded November 22, 1966.
- D-95 Release of Lien. L. S. Womack, Holder; Anthony Zanakos and wife, Beverly Joyce Zanakos, Beneficiaries; dated December 11, 1968; recorded January 7, 1969.
- D-96 Deed of Trust. Anthony Zanakos and wife, Beverly Joyce Zanakos, Grantors; J. H. Westmoreland, Trustee secures payment of a note in the sum of \$6,200.00, payable to Sharpstown State Bank; dated December 9, 1968; recorded January 7, 1969.
- D-97 Extension Agreement. Anthony Zanakos and wife, Beverly Joyce Zanakos, Grantors; and Sharpstown State Bank; dated June 16, 1969; record June 20, 1969.
- D-98 Extension Agreement. Anthony Zanakos and wife, Beverly Joyce Zanakos, Grantors; and Sharpstown State Bank; dated September 14, 1969; recorded September 22, 1969.
- D-99 Extension Agreement. Anthony Zanakos and wife, Beverly Joyce Zanakos, Grantors; and Sharpstown State Bank; dated December 16, 1969; recorded December 30, 1969.
- D-100 Extension Agreement. Anthony Zanakos and wife, Beverly Joyce Zanakos, Grantors; and Sharpstown State Bank; dated March 13, 1970; recorded March 31, 1970.
- D-101 Extension Agreement. Anthony Zanakos and wife, Beverly Joyce Zanakos, Grantors; and Sharpstown State Bank; dated October 27, 1970; recorded November 17, 1970.

- D-102 Deed of Trust. Anthony Zanakos and wife, Beverly Joyce Zanakos, Grantors; Clarence Meyer, Trustee secures payment of a note in the sum of \$4,100.00, payable to First State Bank of Bellaire; , dated April 14, 1971; recorded April 20, 1971.
- D-103 Release from Federal Deposit Insurance. Federal Deposit Insurance Corporation, Receiver; Anthony Zanakos and wife, Beverly Joyce Zanakos, Debtors; dated May 4, 1971; recorded May 5, 1971.
- D-104 Easement. Anthony Zanakos and wife, Beverly Joyce Zanakos, Grantors; Houston Lightning & Power Company, Grantee; dated June 1, 1978; recorded July 31, 1978.
- D-105 Lease Agreement. Anthony Zanakos, Lessor; Chromalloy American Corporation, Gulfco Division, a corporation, Lessee; dated January 7, 1977; recorded February 27, 1980.
- D-106 Release of Lien. First State Bank of Bellaire, Texas, Holder; Anthony Zanakos and wife, Beverly Joyce Zanakos, Beneficiaries; dated March 13, 1980; recorded March 17, 1980.
- D-107 Option Termination and Release. Chromalloy American Corporation, a Delaware corporation, Gulfco, Inc., a Texas corporation, and B. L. Tanner, Grantors; Fish Engineering & Construction, Inc., a Texas corporation, Grantee; dated April 11, 1980; recorded April 17, 1980.
- D-108 Confirmation of Compliance. Anthony Zanakos, Lessor; Chromalloy American Corporation, Lessee; dated April 8, 1980; recorded April 17, 1980.
- D-109 Assignment of Lease. Chromalloy American Corporation, Assignor; Fish Engineering & Construction, Inc., a Texas corporation, Assignee; dated January 7, 1977; recorded April 17, 1980.
- D-110 General Warranty Deed. Anthony Zanakos and wife, Beverly Joyce Zanakos, Grantors; Fish Engineering & Construction, Inc., a Texas corporation, Grantee; dated April 30, 1982; recorded May 5, 1982.
- D-111 Lease Cancellation. Anthony Zanakos, Lessor; Fish Engineering & Construction, Inc., Lessee; dated April 30, 1982; recorded May 7, 1982.
- D-112 Deed. T. T. Stratton and R. W. Milner, Jr., Grantors; Harrison Oil Company, J. S. Abercrombie Co., and Frank K. Stevens, Grantees; dated May 1, 1936; record May 4, 1936.
- D-113 Grazing Lease. F. K. Stevens, Lessor; R. E. L. Stringfellow, Lessee; dated October 1, 1936, recorded October 15, 1936.
- D-114 Right-of-Way Deed. Harrison Oil Company, J. S. Abercrombie Co., and Frank K. Stevens, Grantors; United States of America, Grantee; dated August 19, 1937; recorded October 23, 1937.

- D-115 Deed. Harrison Oil Company, a Texas corporation, Grantor; Magnolia Petroleum Company, a Texas corporation, Grantee; dated December 31, 1942; recorded January 14, 1943.
- D-116 Grazing Lease. Frank K. Stevens, J. S. Abercrombie Co., and Magnolia Petroleum Company, Lessors; Mr. E. C. Allen, Lessee; dated May 20, 1953; recorded May 1953.
- D-117 Deed. J. S. Aberrombie Company, Grantor; Old Ocean Oil Company, a Delaware corporation, Grantee; dated April 27, 1954; recorded May 6, 1954.
- D-118 Deed. Old Ocean Oil Company, a Delaware corporation, Grantor; Stanolind Oil and Gas Company, a Texas corporation; dated April 30, 1954; recorded May 10, 1954.
- D-119 Partition Deed. Stanolind Oil and Gas Company, a Texas corporation, Magnolia Petroleum Company, a Texas corporation, and Frank K. Stevens, Grantors; Stanolind Oil and Gas Company, a Texas corporation, Magnolia Petroleum Company, a Texas corporation, and Frank K. Stevens, Grantees; dated October 29, 1954; recorded December 13, 1954.
- D-120 Deed with Vendors Lien. Frank K. Stevens, Grantor; Joe M. Baggett, Grantee; dated June 5, 1955; recorded June 13, 1955.
- D-121 Certificate of Amendment. Stanolind Oil and Gas Company; Pan American Petroleum Corporation; dated January 22, 1957; recorded January, 1957.
- D-122 Certificate of Merger. Magnolia Petroleum Company, a Texas corporation; into Socony Mobil Oil Co., Inc., a New York corporation; dated September 30, 1959; recorded October 22, 1959.
- D-123 Certificate of Ownership and Merger. Magnolia Petroleum Company, a Texas corporation; into Socony Mobil Oil Company, Inc., a New York corporation; dated September 16, 1959; recorded October 22, 1959.
- D-124 Warranty Deed. Joe M. Baggett, Grantor; T. C. Baggett, R. L. Hammonds, M. K. Evans, E. Edgar, B. C. Hays, F. D. Harrell, E. G. Harrell, O. W. McFarland, Ted S. Dixon, J. R. Huges, Grantees; dated October 11, 1960; recorded October 11, 1960.
- D-125 Release. Frank K. Stevens, Holder; Joe M. Baggett, Debtor; dated July 5, 1961; recorded July 10, 1961.
- D-126 Warranty Deed. T. C. Baggett, R. L. Hammonds, M. K. Evans, E. Edgar, B. C. Hays, F. D. Harrell, E. G. Harrell, O. W. McFarland, Ted S. Dixon, J. R. Huges Grantors; A. B. Williamson and wife, Margaret G. Williamson, Grantees; dated June 20, 1961; recorded July 10, 1961.

- D-127 Deed of Trust. A. B. Williamson and wife, Margaret G. Williamson, Grantors; Robert C. Koonce, Trustee secures payment of a note in the amount of \$7,500.00, payable to Joe M. Baggett and T. C. Baggett, Beneficiaries; dated June 20, 1961; record July 10, 1961.
- D-128 Right-of-Way. Joe M. Baggett, et al., Grantors; Brazoria County, Grantee; dated April 24, 1961; recorded August 15, 1961.
- D-129 Release. A. B. Williamson, and wife, Margaret G. Williamson, Debtor; Joe M. Baggett, et al., Beneficiaries; dated November 13, 1961; recorded November 29, 1961.
- D-130 Deed. A. B. Williamson and wife, Margaret G. Williamson, Grantors; J. O. Angle, Grantee; dated October 29, 1964; recorded November 3, 1964.
- D-131 Deed of Trust. J. O. Angle, Grantor; Edward R. Goff, Trustee secures payment of a note in the sum of \$10,000.00, payable to A. B. Williamson and wife, Margaret G. Williamson, Beneficiaries; dated October 29, 1964; recorded November 3, 1964.
- D-132 Assignment of Deed of Trust. A. B. Williamson and wife, Margaret G. Williamson, Holder; Brazosport Savings and Loan Association, Purchaser; dated November 16, 1964; recorded November 16, 1964.
- D-133 Warranty Deed. A. B. Williamson and wife, Margaret G. Williamson, Grantors; Vernon C. Wilson, Grantee; dated November 17, 1964; recorded November 25, 1964.
- D-134 Deed of Trust. Vernon C. Wilson, Grantor; Edward R. Goff, Trustee secures payment of a note in the sum of \$12,000.00, payable to A. B. Williamson and wife, Margaret G. Williamson, Beneficiaries; dated November 17, 1964; recorded November 25, 1964.
- D-135 Assignment of Deed of Trust. A. B. Williamson and wife, Margaret G. Williamson, Holder; Brazosport Savings and Loan Association, Purchaser; dated November 17, 1964; recorded November 25, 1964.
- D-136 Deed of Trust. A. B. Williamson and wife, Margaret Williamson, Grantor; David P. Danheim, Trustee secures payment of a note in the sum of \$15,300.00, payable to Brazosport Savings and Loan Association, Beneficiary; dated September 2, 1965; recorded September 9, 1965.
- D-137 Change of Name. Socony Mobil Oil Company to Mobil Oil Corporation; dated May 18, 1966; recorded May 31, 1966.
- D-138 Deed of Trust. A. B. Williamson and wife, Margaret Williamson, Grantor; David P. Danheim, Trustee secures payment of a note in the sum of \$15,300.00, payable to Brazosport Savings and Loan Association, Beneficiary; dated September 1, 1966; recorded September 6, 1966.
- D-139 Deed of Trust. A. B. Williamson and wife, Margaret Williamson, Grantor; David P. Danheim, Trustee renews and extends payment of a note in the sum of \$15,300.00, payable

- to Brazosport Savings and Loan Association, Beneficiary; dated August 31, 1967; recorded August 31, 1967.
- D-140 Deed of Trust. A. B. Williamson and wife, Margaret Williamson, Grantor; David P. Danheim, Trustee renews and extends payment of a note in the sum of \$15,300.00, payable to Brazosport Savings and Loan Association, Beneficiary; dated August 31, 1967; recorded August 31, 1967.
- D-141 Deed of Trust. A. B. Williamson and wife, Margaret Williamson, Grantors; Joey R. Horn, Trustee renews and extends payment of a note in the sum of \$15,300.00, payable to Brazosport Savings and Loan Association, Beneficiary; dated August 28, 1968; recorded September 16, 1968.
- D-142 Extension of Deed of Trust. A. B. Williamson and wife, Margaret Williamson, Grantor; David P. Danheim, Trustee renews and extends payment of a note in the sum of \$15,300.00, payable to Brazosport Savings and Loan Association, Beneficiary; dated August 28, 1968; recorded September 6, 1968.
- D-143 Deed of Trust. A. B. Williamson and wife, Margaret Williamson, Grantors; L. R. Giese, Trustee secures payment of a note in the sum of \$11,500.00, payable to The First National Bank of Angleton, Beneficiary; dated August 18, 1972; recorded August 23, 1972.
- D-144 Release of Deed of Trust. Brazosport Savings and Loan Association, Holder; A. B. Williamson and wife, Margaret Williamson, Debtor; dated August 24, 1972; recorded August 28, 1972.
- D-145 Release of Deed of Trust. The First National Bank of Angleton, Holder; A. B. Williamson and wife, Margaret Williamson, Debtor; dated December 22, 1972; recorded December 27, 1972.
- D-146 Release. Brazosport Savings and Loan Association, Holder; J. O. Angle, Debtor; dated November 2, 1967; recorded February 14, 1975.
- D-147 Deed. J. O. Angle, Grantor; Gulfco, Inc., a Texas corporation, Grantee; dated February 14, 1975; recorded February 14, 1975.
- D-148 Deed of Trust. Gulfco, Inc., a Texas corporation, Grantor; Minor M. Smith, Trustee secures payment of a note in the sum of \$19,000.00, payable to J. O. Angle, Beneficiary; dated February 14, 1975; recorded February 14, 1975.
- D-149 Release of Lien. J. O. Angle, Holder; Gulfco, Inc., a Texas corporation, Debtor; dated July 31, 1975; recorded August 1, 1975.
- D-150 Deed of Trust. Gulfco, Inc., a Texas corporation; D. M. Harsdorff, Trustee secures payment of a note in the sum of \$19,000.00, payable to Brazosport Bank of Texas, Beneficiary; dated July 31, 1975; recorded August 6, 1975.

- D-151 Easement. Chromalloy American Corporation, a Delaware corporation, Grantor; Brazoria County, Grantee; dated May 23, 1978; recorded July 31, 1978.
- D-152 Assignment and Conveyance. Mobil Oil Corporation, Grantor; Mobil Producing Texas & New Mexico Inc., a Delaware corporation, Grantee; dated December 10, 1979; recorded January 3, 1980.
- D-153 Quitclaim Deed. A. B. Williamson and wife, Margaret Williamson, Grantors; Chromalloy American Corporation, a Delaware corporation, Grantee; dated February 29, 1980; recorded March 5, 1980.
- D-154 Release of Lien. Brazosport Bank of Texas, Holder; Gulfco, Inc., a Texas corporation, Debtor; dated March 13, 1980; recorded March 17, 1980.
- D-155 General Warranty Deed. Chromalloy American Corporation, a Delaware corporation, Gulfco, Inc., a Texas corporation, and B. L. Tanner, Grantors; Fish Engineering & Construction, Inc., a Texas corporation, Grantee; dated April 11, 1980; recorded April 17, 1980.
- D-156 Deed. A. F. Hudgins, Grantor; S. W. Hudgins, Grantee; dated May 5 1950; recorded May 1950.
- D-157 Deed. J. W. Dennis, Grantor; Frank K. Stevens, Grantee; dated May 2, 1955; recorded May 7, 1955.
- D-158 Quit Claim Deed. S. W. Hudgins, Grantor; Frank K. Stevens, Grantee; dated June 6, 1955; recorded June 7, 1955.
- D-159 Deed. Frank K. Stevens, Grantor; Joe M. Baggett, Grantee; dated June 5, 1955; recorded June 13, 1955.
- D-160 Warranty Deed. Joe M. Baggett, Grantor; T. C. Baggett, et al., Grantee; dated October 11, 1960; recorded October 11, 1960.
- D-161 Lease. A. B. Williamson, Lessor; Chromalloy American Corporation, Gulfco Division, a Delaware corporation, Lessee; dated November 4, 1975; recorded November 6, 1975.
- D-162 General Warranty Deed. A. B. Williamson and wife, Margaret G. Williamson, Grantors; Chromalloy American Corporation, Gulfco Division, a Delaware corporation, Grantee; dated February 29, 1980; recorded March 5, 1980.
- D-163 Lease Termination and Release. A. B. Williamson, Lessor; Chromalloy American Corporation, Gulfco Division, a Delaware corporation, Lessee; dated February 29, 1980; recorded March 5, 1980.

- D-164 Tax Suit. State of Texas, Plaintiff; Patrick McSherry, et al., Defendants; District Court Cause Number 36,760; June 1956.
- D-165 Power of Attorney Deed. Francis McSherry, Heir, Patrick McSherry, Deceased, and Ella McSherry; Pritchett Harvey, Attorney; dated June 26, 1956; recorded June, 1956.
- D-166 Affidavit. Francis McSherry, Author; in the Matter of the Estate of Patrick McSherry, Deceased; dated August 31, 1956; recorded November 20, 1956.
- D-167 Affidavit. Andrew G. Bermetz, Author; in the Matter of the Estate of Patrick McSherry, Deceased, dated September 7, 1956; recorded November 20, 1956.
- D-168 Will. Patrick McSherry, Deceased; dated October 25, 1930; recorded July 1956.
- D-169 Deed of Trust. Francis McSherry, Grantor; Walter Yerby, Trustee secures payment of a note in the sum of \$265.00, payable to Pritchett Harvey, Holder, dated November 15, 1957; recorded November 19, 1957.
- D-170 Quit Claim Deed. Mrs. R.E. L. Stringfellow, Grantor; Mrs. Pollye Beacroft, Grantee; dated April 17, 1958; recorded April 18, 1958.
- D-171 Deed of Trust. James Francis McSherry, Grantor; R. G. Allen, Trustee secures payment of a note in the sum of \$393.35, payable to Pritchett Hervey, Holder; dated May 12, 1960; recorded August 22, 1960.
- N/A Damage Suit. James McSherry, et al., Plaintiffs; Mrs. Pollye Beacroft and husband, Defendants; Cause Number 43,599; District Court Records, April 1963.
- D-172 Deed. James Francis McSherry and Pritchett Harvey, Grantors; A. B. Williamson, Grantee; dated May, 1963; recorded January 9, 1964.
- D-173 Deed of Trust. A. B. Williamson, Grantor; L. R. Giese, Trustee secures payment of a note in the sum of \$35,000.00, payable to The First National Bank of Angleton, Texas, Holder; dated November 1966; recorded November 10, 1966.
- D-174 Deed of Trust. A. B. Williamson, Grantor; L. R. Giese, Trustee secures payment of a note in the sum of \$53,500.00, payable to The First National Bank of Angleton, Texas, Holder; dated September 19, 1967; recorded September 21, 1967.
- D-175 Renewal and Extension Agreement. A. B. Williamson, Debtor; The First National Bank of Angleton, Holder; dated September 19, 1967; recorded September 25, 1967.
- D-176 Renewal and Extension Agreement. A. B. Williamson, Debtor; The First National Bank of Angleton, Holder; dated December 17, 1968; recorded December 19, 1968.

- D-177 Deed of Trust. A. B. Williamson, Grantor; L. R. Giese, Trustee secures payment of a note in the sum of \$63,500.00, payable to The First National Bank of Angleton, Holder; dated December 17, 1968; recorded December 19, 1968.
- D-178 Deed of Trust. A. B. Williamson, Debtor; L. R. Giese, Trustee renews and extends payment of a note in the sum of \$63,500.00, payable to The First National Bank of Angleton, Holder; dated December 17, 1969; recorded December 22, 1969.
- D-179 Extension of Deed of Trust. A. B. Williamson, Debtor; The First National Bank of Angleton renews and extends payment of a note in the sum of \$63,500.00; dated December 17, 1969; recorded December 22, 1969.
- D-180 Deed of Trust. A. B. Williamson, Debtor; L. R. Giese, Trustee, renews and extends payment of a note in the sum of \$63,500.00, payable to The First National Bank of Angleton, Holder; renews and extends payment of a note in the sum of \$63,500.00, payable to The First National Bank of Angleton, Holder; dated May 12, 1970; recorded May 14, 1970.
- D-181 Extension of Deed of Trust. A. B. Williamson, Debtor; The First National Bank of Angleton, Holder; dated May 12, 1970; recorded May 14, 1970.
- D-182 Release of Lien. The First National Bank of Angleton, Texas, Holder; A. B. Williamson, Debtor; dated August 27, 1971; recorded September 3, 1971.
- D-183 Sheriff's Deed. Robert R. Gladney, Sheriff; B. G. Sandlin, Grantee; dated July 30, 1965, recorded August 4, 1965.
- D-184 Deed. B. G. Sandlin, Grantor; Gulfco Marine Maintenance, Inc., Grantee; dated May 14, 1970; recorded May 21, 1970.
- D-185 Partial Release of Lien. First Freeport National Bank, Holder; Chromalloy American Corporation, a Delaware corporation, Debtor; dated April 11, 1979; recorded April 19, 1979.
- D-186 General Warranty Deed. Fish Engineering & Construction, Inc., Grantor; Jack Palmer and Ron W. Hudson, Grantees; dated December 1, 1997; recorded May 12, 1999.
- D-187 Sheriff's Deed. John McKinney, Sheriff; J. S. Montgomery and J. F. Harris, Grantees; dated June 30, 1932; recorded October 16, 1936.
- D-188 In the Matter of Proceeding. Brazoria County, Plaintiff; A. P. George, et al., Defendants; dated June 1937; recorded June 4, 1937.
- D-189 In the Matter of Proceeding. F. M. Harvin, Ben D. Cannan, W. G. Stewart, Commissioners, Brazoria County; Heirs of Mrs. H. G. Titus; dated April 24, 1937, recorded June 4, 1937.

- D-190 Right-of-Way. Brazoria County, Grantor; United States of America, Grantee; dated January 11, 1939; recorded May 18, 1939.
- D-191 Deed. J. S. Montgomery and J. F. Harris, Grantors; Nannie M. Stringfellow, Grantee; dated February 24, 1942; recorded March 17, 1942.
- D-192 Quit Claim Deed. J. R. Gayle, Jr., Grantor; Nannie M. Stringfellow, Grantee; dated July 14, 1947; recorded July 16, 1947.
- D-193 Probate. J. F. Harris, Deceased; Last Will and Testament; dated September 10, 1947; recorded September 10, 1947.
- D-194 Affidavit. S. B. Hoefle, Author; Floyd Enlow, Public Notary; dated November 17, 1950; recorded November 27, 1950.
- D-195 Probate. Mrs. Lottie Harris, Deceased; Last Will and Testament; dated February 26, 1951; recorded February 26, 1951.
- D-196 Probate. George E. Harris, Deceased; Inventory and Appraisement of the Estate of George E. Harris; dated May 23, 1956; recorded May 23, 1956.
- D-197 Deed. Mrs. Pollye Beacroft, Grantor; Shell Oil Company, a Delaware corporation, Grantee; dated June 23, 1965; recorded July 8, 1965.
- D-198 Limited Warranty Deed. Shell Oil Company, a Delaware corporation, Grantor; John T. Suggs and J. L. Wilson, Grantee; dated December 16, 1971; recorded February 8, 1972.
- D-199 Warranty Deed. John T. Suggs and J. L. Wilson, Grantors; Fish Engineering & Construction, Inc., Grantee; dated May 5, 1980; recorded June 5, 1980.
- D-200 Deed. Carlos Bee, N. M. Vogelsang, and A. E. Masterson, Trustees; Albert Walla, Grantee; dated August 31, 1909; recorded November 19, 1909.
- D-201 Certification of Dissolution. Chas. J. Horn, John W. Horn, and Thos. H. Horn, Officers and Stockholders; Brazos Coast Investment Company; dated December 8, 1910; recorded November 19, 1918.
- D-202 Permit. Albert Walla, Grantor; United States of America, Grantee; dated March 28, 1936; recorded October 5, 1938.
- D-203 Order Admitting Will to Probate. Albert F. Walla, Deceased; dated June 2, 1952; recorded September 12, 1980.
- D-204 Last Will and Testament. Bessie A. Walla; Last Will and Testament; dated June 25, 1953; recorded September 12, 1980.

D-205 Warranty Deed. Betty Wray Walla de Groh, Grantor; Fish Engineering & Construction, Inc., a Texas corporation, Grantee; dated July 30, 1980; recorded September 12, 1980.

APPENDIX B TITLE ABSTRACTS

Date	Instrument	Grantor	Grantee	Property/Comments	Recording Date	County Book/Page	
08/03/1999	Financing Statement	LDL Coastal Limited, L.P., a Texas limited partnership, Debtor	Houston Commerce Bank, Secured Party	This Financing Statement includes all buildings, improvements, equipment, rents and other proceeds relating to Tract No. 21, 21A, 21B and all of Tract Nos. 22, 23, 24, 25, 55, 57, and 58, Division 8, Brazos Coast Investment Company Subdivision. See D-65.	08/06/1999	Clerk's File Number 99- 036342 of the Official Records of Brazoria County	D- 66
08/03/1999	Assignment of Rents	LDL Coastal Limited, L.P., a Texas limited partnership, whose sole general partner is LDL Management, LLC, a Texas limited liability company, Assignor	Houston Commerce Bank, Assignee	Assignor has entered into leases or may enter into leases and unconditionally assigns and transfers to Assignee all the rents and revenues and any other income earned from the property. See D-64	08/06/1999	Clerk's File Number 99- 036341 of the Official Records of Brazoria County	D- 65
08/03/1999	Deed of Trust and Security Agreement	LDL Coastal Limited, L.P., a Texas limited partnership, whose sole general partner is LDL Management, LLC, a Texas limited liability company	P. Michael Wells, Trustee, for Houston Commerce Bank, Beneficiary	Grantor secures a promissory note in the amount of \$325,000.00 on real property that includes Tract No. 21, 21A, 21B and all of Tract Nos. 22, 23, 24, 25, 55, 57, and 58, Division 8, Brazos Coast Investment Company Subdivision. See D-63.	08/06/1999	Clerk's File Number 99- 036340 of the Official Records of Brazoria County	D- 64
08/02/1999	Special Warranty Deed with Vendor's Lien	Janet Casciato-Northrup, Trustee of the Chapter 7 Bankruptcy Estate of Hercules Marine Services Corporation	LDL Coastal Limited, L.P.	Trustee conveys various property including Tract No. 21, 21A, 21B, and all of Tract Nos. 22, 23, 24, 25, 55, 57, and 58, Division 8, Brazos Coast Investment Company Subdivision to the Grantee for the amount of \$325,000.00. This property is subject to all outstanding mineral and royalty conveyances and all rights of way mentioned at D-5, D-10, D-11, D-13, D-16, D-18, D-22, D-23, and D-25. See D-60. Note, the last party to own this property was known as Hercules Real Estate Corporation, a Texas corporation.	08/06/1999	Clerk's File Number 99- 036339 of the Official Records of Brazoria County	D- 63

Jate	Instrument	Grantor	Grantee	Property/Comments	Recording Date	County Book/Page	
09/07/1993	Termination of Financing Statement	Elders Finance, Inc., Secured Party	Hercules Offshore Corporation, Debtor	Terminates the Financing Statement at D-58.	09/07/1993	Clerk's File Number 93- 032108 of the Official Records of Brazoria County	D- 62
09/01/1993	Release of Lien	Paracor Finance Inc., formerly known as Elders Finance, Inc., Lender	Hercules Offshore Corporation, a Delaware corporation, Maker	The Lender releases all indebtedness and other obligations secured by the First Deed of Trust and Security Agreement and the Financing Statement. See D-57 and D-58.	09/07/1993	Clerk's File Number 93- 032107 of the Official Records of Brazoria County	D- 61
09/01/1993	General Wалтапty Deed	Hercules Offshore Corporation, a Delaware corporation	Hercules Real Estate Corporation, a Texas corporation	Grantor conveys Tract No. 21, 21A, 21B, and all of Tract Nos. 22, 23, 24, 25, 55, 57, and 58, Division 8, Brazos Coast Investment Company Subdivision to the Grantee. This property is subject to all outstanding mineral and royalty conveyances and all rights of way mentioned at D-5, D-10, D-11, D-13, D-16, D-18, D-22, D-23, and D-25. See D-56.	09/07/1993	Clerk's File Number 93- 032106 of the Official Records of Brazoria County	D- 60
09/06/1989	Deed of Trust, Security Agreement, Financing Statement and Assignment of Production	James M. Dunnam, Mortgagor	Bill B. White, Trustee, for Texas Commerce Bank National Association, Mortgagee	Affects certain interests in oil, gas and mineral estates in the property known as Tract No. 21, Division 8, Brazos Coast Investment Company Subdivision. See D-47.	09/11/1989	Volume (89) 711, Page 270, Official Records of Brazoria County	D- 59
02/22/1989	Financing Statement	Hercules Offshore Corporation, Debtor	Elders Finance, Inc., a New York corporation, Secured Party	Schedule A includes all buildings, improvements, equipment and other properties that have been acquired by the Debtor and include Tract No. 21,	02/22/1989	Volume (89) 644, Page 496, Official Records of	D- 58

Date	Instrument			Property/Comments	Recording Date	County Book/Page	
eficación a ticidade a ferritoria de <u>e</u>				21A, 21B, and all of Tract Nos. 22, 23, 24, 25, 55, 57, and 58, Division 8, Brazos Coast Investment Company Subdivision. See D-57.	, de la 	Brazoria County	
01/20/1989	First Deed of Trust and Security Agreement	Hercules Offshore Corporation	Paul F. Helton, Jr., Trustee, for Elders Finance, Inc., a New York corporation, Lender	Grantor secures a promissory note in the amount of \$6,000,000.00 on real property that includes Tract No. 21, 21A, 21B, and all of Tract Nos. 22, 23, 24, 25, 55, 57, and 58, Division 8, Brazos Coast Investment Company Subdivision. See D-56.	01/20/1989	Volume (89) 634, Page 520, Official Records of Brazoria County	D- 57
01/20/1989	General Warranty Deed with Vendor's Lien	Fish Engineering & Construction, Inc., a Texas corporation	Hercules Offshore Corporation	Grantor conveys Tract No. 21, 21A, 21B, and all of Tract Nos. 22, 23, 24, 25, 55, 57, and 58, Division 8, Brazos Coast Investment Company Subdivision to the Grantee. This property is subject to all outstanding mineral and royalty conveyances and all rights of way mentioned at D-5, D-10, D-11, D-13, D-16, D-18, D-22, D-23, and D-25. See D-41.	01/20/1989	Volume (89) 634, Page 512, Official Records of Brazoria County	D- 56
01/20/1989	Release of Lien	C. B. Ames, The Fish Investment Corporation, a Texas corporation, T. D. Tabbert	Fish Engineering & Construction, Inc., a Texas corporation	The Grantees releases all indebtedness and other obligations secured by the security agreement at D-50. D. M. Simecheck did not sign release.	01/20/1989	Volume (89) 634, Page 508, Official Records of Brazoria County	D- 55
01/20/1989	Release of Liens	MCORP Management Solutions, Inc., a Texas corporation, Holder	Fish Engineering & Construction, Inc., a Texas corporation	The Holder releases all indebtedness and other obligations secured by the security agreements at D-46, D-49, D-51, and D-52.	01/20/1989	Volume (89) 634, Page 503, Official Records of Brazoria County	D- 54
01/01/1988	Assignment of Loan Documents,	Mbank Houston, National Association, Assignor	MCORP Management Solutions, Inc., a Texas corporation, Assignee	Assignor conveys all loan documents to Assignee together with all liens, rights, titles, assignments, and interests arising from indebtedness. See D-52, D-51, D-	05/18/1988	Volume (88) 547, Page 83, Official Records of	D- 53

Date	Instrument	Granter	Grantee Fig. 1 and	Property/Comments	Recording Date	County Book/Page	
	Liens and Security Interests		F 4 F 2	from indebtedness. See D-52, D-51, D-49, D-48, and D-46.		Records of Brazoria County	
09/1/1987	Third Supplemental Deed of Trust and Security Agreement	Fish Engineering & Construction, Inc., a Texas corporation	Walter B. Hendrick, Trustee, for Mbank Houston, National Association	This Deed of Trust ratifies and confirms indebtedness as being in full force and effect for all purposes as a first and prior lien and security interest upon the mortgaged properties. See D-51, D-50, D-49, D-48, and D-46.	09/28/1987	Volume (87) 468, Page 131, Official Records of Brazoria County	D- 52
11/04/1985	Second Supplemental Deed of Trust and Security Agreement	Fish Engineering & Construction, Inc., a Texas corporation	Walter B. Hendrick, Trustee, for Mbank Houston, National Association	This Deed of Trust ratifies and confirms indebtedness as being in full force and effect for all purposes as a first and prior lien and security interest upon the mortgaged properties. See D-50, D-49, D-48, and D-46.	11/18/1985	Volume (85) 210, Page 418, Official Records of Brazoria County	D- 51
10/10/1985	Deed of Trust	Fish Engineering & Construction, Inc., a Texas corporation	David A. Werner, Trustee, for the benefit of C. B. Ames, The Fish Investment Corporation, T. D. Tabbert and D.M. Simecheck	Grantor secures an Indemnity and Payment Agreement with real property that includes Tract No. 21, 21A, 21B, and all of Tract Nos. 22, 23, 24, 25, 55, 56, 57, and 58, Division 8, Brazos Coast Investment Company Subdivision. See D-49.	10/11/1985	Volume (85) 195, Page 835, Official Records of Brazoria County	D- 50
10/10/1985	Subordination and Consent Agreement	C. B. Ames, The Fish Investment Corporation, a Texas corporation, T. D. Tabbert and Don M. Simecheck, Junior Lien Holders, and Fish Engineering & Construction, Inc., a Texas corporation	Mbank Houston, National Association	Junior Lien Deed of Trust (D-50) is subordinate to Mbank's Deed of Trust (D-48).	10/11/1985	Volume (85) 195, Page 829, Official Records of Brazoria County	D- 49
10/1/1985	Supplemental Deed of Trust and Security Agreement	Fish Engineering & Construction, Inc., a Texas corporation	Walter B. Hendrick, Trustee, for Mbank Houston, National Association	Grantor secures a new promissory note in the amount of \$7,300,000.00 on real property that includes Tract No. 21, 21A, 21B, and all of Tract Nos. 22, 23, 24, 25, 55, 56, 57, and 58, Division 8, Brazos	10/11/1985	Volume (85) 195, Page 824, Official Records of Brazoria	D- 48

Date	Instrument	Srand	Crantee	Property/Comments	Recording Date	County Book/Page	
			A STATE OF THE STA	Coast Investment Company Subdivision. See D-46.		County	
08/31/1985	Sole Independent Executor's Deed	Estate of Sam E. Dunnam	Sam E. Dunnam, IV, James M. Dunnan, and Robert P. Dunnam	Grantor conveys an undivided 1/16 interest in Tract No. 21, Division 8, Brazos Coast Investment Company Subdivision, to the Grantees in equal undivided 1/3 portions. See D-7.	9/12/1985	Volume (85) 184, Page 756, Official Records of Brazoria County	D- 47
02/20/1985	Deed of Trust and Security Agreement	Fish Engineering & Construction, Inc., a Texas corporation	Walter B. Hendrick, Trustee, for Mbank Houston, National Association	Grantor secures a promissory note in the amount of \$6,200,000.00 on real property that includes Tract No. 21, 21A, 21B, and all of Tract Nos. 22, 23, 24, 25, 55, 56, 57, and 58, Division 8, Brazos Coast Investment Company Subdivision. See D-41and D-155.	02/21/1985	Volume (85) 104, Page 428, Official Records of Brazoria County	D- 46
11/16/1982	Release	Gulfco, Inc., a Texas corporation, Holder, Payee	Fish Engineering & Construction, Inc., a Texas corporation	Gulfco, Inc., releases the promissory note and real property described at D-42.	12/03/1982	Volume 1681, Page 787, Deed Records	D- 45
11/12/1982	Release	The First Freeport National Bank, Holder, Рауее	Gulfco, Inc., a Texas corporation	Ralph W. Hatfield, Trustee, for The First Freeport National Bank, Texas, releases the promissory note and real property described at D-40, and all other liens securing the note.	12/03/1982	Volume 803, Page 248, Deed of Trust Records	D- 44
05/29/1981	Release of Lien	Raiph E. David, Trustee, for The First Freeport National Bank	Gulfco, Inc., a Texas corporation	Ralph E. David, Trustee, for The First Freeport National Bank, Texas, releases the promissory note and real property described at D-40.	06/09/1981	Volume 725, Page 400, Deed of Trust Records	D- 43
11/12/1979	Deed of Trust	Fish Engineering & Construction, Inc., a Texas corporation	Raymond J. Fields, Trustee, and Gulfco, Inc., Holder	Grantor secures a promissory note in the amount of \$1,105,760.00 on real property that includes Tract Nos. 21, 21A, 21B, and all of Tract Nos. 22, 23, 24, 25, 55, and 56, Division 8, Brazos Coast Investment Company Subdivision.	11/16/1979	Volume 657, Page 473, Deed of Trust Records	D- 42

Date	Instrument	Grantor	Grantee	Property/Comments	Recording Date	County Book/Page	TOTAL TOTAL
		a de la companya de l	The Control of Control	See D-40.	<u> </u>		1
11/12/1979	General Warranty Deed	Gulfco, Inc., a Texas corporation	Fish Engineering & Construction, Inc.	Grantor conveys Tract No. 21, 21A, 21B, all of Tract Nos. 22, and 56, and by a letter dated March 30, 1979, Tract Nos. 23, 24, 25, and 55, Division 8, Brazos Coast Investment Company Subdivision to the Grantee. This property is subject to all outstanding mineral and royalty conveyances and all rights of way mentioned at D-10, D-11, D-12, D-13, D-22, and D-23 and the Deed of Trust at D-40. See D-37.	11/16/1979	Volume 1485, Page 359, Deed Records	D- 41
11/12/1979	Deed of Trust	Gulfco, Inc., a Texas corporation	Ralph E. David, Trustee, for The First Freeport National Bank	Grantor secures a promissory note in the amount of \$506,000.00 on real property that includes Tract No. 21, 21A, 21B, all of Tract No. 22, and Tract No. 56, Division 8, Brazos Coast Investment Company Subdivision. See D-38 and D-36.	11/14/1979	Volume 657, Page 163, Deed of Trust Records	D- 40
03/30/1979	Deed of Trust to Secure Assumption	Gulfco, Inc., a Texas corporation	Len Allen, Trustee, for The First Freeport National Bank	Grantor secures a promissory note in the amount of \$189,049.01 on real property that includes Tract No. 21, 21A, 21B, all of Tract No. 22, and Tract No. 56, Division 8, Brazos Coast Investment Company Subdivision. See D-36.	04/16/1979	Volume 630, Page 453, Deed of Trust Records	D- 39
03/30/1979	Deed of Trust	Guifco, Inc., a Texas corporation	Ralph E. David, Trustee, for The First Freeport National Bank	Grantor secures a promissory note in the amount of \$400,000.00 on real property that includes Tract No. 21, 21A, 21B, all of Tract No. 22, and Tract No. 56, Division 8, Brazos Coast Investment Company Subdivision. This Deed of Trust is second to the Deed of trust at D-36. See D-37.	04/10/1979	Volume 629, Page 792, Deed of Trust Records	D- 38
3/30/1979	Assumption Deed	Chromalloy American Corporation, a Delaware corporation	Gulfco, Inc., a Texas corporation	Grantor conveys real property that includes Tract No. 21, 21A, 21B, all of Tract No. 22, and Tract No. 56, Division 8, Brazos Coast Investment Company	04/10/1979	Volume 1451, Page 288, Deed Records	D- 37

Date	Instrument	ESTENIO TELEFONIO	Grantee	Property/Comments	Recording Date	County Book/Page	
				8, Brazos Coast Investment Company Subdivision to the Grantee. This property is subject to all outstanding mineral and royalty conveyances and all rights of way mentioned at D-10, D-11, D-12, D-13, D-22, and D-23. See D-35.		Records	
03-16-1976	Deed of Trust	Chromalloy American Corporation, a Delaware corporation	Ralph E. David, Trustee, for The First Freeport National Bank	Grantor secures a promissory note in the amount of \$189,049.01 on real property that includes Tract No. 21, 21A, 21B, all of Tract No. 22, and Tract No. 56, Division 8, Brazos Coast Investment Company Subdivision. See D-34.	04/02/1976	Volume 501, Page 360, Deed of Trust Records	D- 36
10/24/1975	General Warranty Deed	Gulfco, Inc., a Texas corporation formerly known as Gulfco Marine Maintenance, Inc., a corporation	Chromalloy American Corporation, a Delaware corporation	Grantor conveys Tract No. 21, 21A, 21B, all of Tract No. 22, Tract No. 24A, and Tract No. 56, Division 8, Brazos Coast Investment Company Subdivision to the Grantee. This property is subject to all outstanding mineral and royalty conveyances and all rights of way mentioned at D-10, D-11, D-12, D-13, D-22, and D-23. See D-30 and D-28.	10/29/1975	Volume 1266, Page 290, Deed Records	D- 35
04/23/1971	Deed of Trust	Gulfco Marine Maintenance, Inc., a corporation	D. V. Collins, Trustee, for The First Freeport National Bank	Grantor renews and extends a promissory note in the amount of \$162,000.00 on real property that includes Tract Nos. 21, 22, and 56, Division 8, Brazos Coast Investment Company Subdivision. Note, the Deed of Trust at D-32 does not reference Tract Nos. 22 and 56.	04/27/1971	Volume 375, Page 146, Deed of Trust Records	D- 34
12/22/1970	Release of Lien	Fred A. Palmer, Jr., Trustee, for First State Bank, Clute, Texas	Gulfco Marine Maintenance, Inc., a corporation	Fred A. Palmer, Jr., Trustee, for First State Bank, Clute, Texas, releases the promissory note and real property described at D-31.	12/28/1970	Volume 368, Page 849, Deed of Trust Records	D- 33
12/15/1970	Deed of Trust	Gulfco Marine Maintenance, Inc., a	D. V. Collins, Trustee, for The First Freeport	Grantor secures a promissory note in the amount of \$162,000.00 on real	12/17/1970	Volume 368, Page 650,	D- 32

Date	Instrument	Grange	Grantee	Property/Comments	Recording Date	County Book/Page	
ente. Stadool (III) Etto delik (III) Alli (III)	the property and property and the proper	Maintenance, Inc., a corporation	The First Freeport National Bank	the amount of \$162,000.00 on real property that includes Tract No. 21, Division 8, Brazos Coast Investment Company Subdivision. See D-30.		Page 650, Deed of Trust Records	32
07/02/1969	Deed of Trust	Gulfco Marine Maintenance, Inc., a corporation	Fred A. Palmer, Jr., Trustee, for First State Bank, Clute, Texas	Grantor secures a promissory note in the amount of \$10,000.00 on real property known as Tract No. 21 (0.986 acres) and Tract No. 21B (1.986 acres), Division 8, Brazos Coast Investment Company Subdivision. See D-30.	09/05/1969	Volume 348, Page 207, Deed of Trust Records	D- 31
07/02/1969	Deed	Billy G. Sandlin and Bobby L. Tanner	Gulfco Marine Maintenance, Inc., a corporation	Grantors convey Tract No. 21 (0.986 acres) and Tract No. 21B (1.986 acres) of land that came out of Tract No. 21, Division 8, Brazos Coast Investment Company Subdivision to the Grantee. This property is subject to all outstanding mineral and royalty conveyances and all rights of way mentioned at D-10, D-11, D-12, D-13, D-22, and D-23. See D-29 and D-27.	09/05/1969	Volume 1041, Page 690, Deed Records	D- 30
07/02/1969	Deed	Carl M. Carroll, Jr., and Fred H. Ramer, Sr.	Billy G. Sandlin and Bobby L. Tanner	Grantors convey Tract No. 21 (0.986 acres) and Tract No. 21B (1.986 acres) of land out of Tract No. 21, Division 8, Brazos Coast Investment Company Subdivision to the Grantees. This property is subject to all outstanding mineral and royalty conveyances and all rights of way mentioned at D-10, D-11, D-12, D-13, D-22, and D-23. See D-27.	09/05/1969	Volume 1041, Page 687, Deed Records	D- 29
07/30/1969	Deed	Sam E. Dunnam, individually and as Trustee for the Estate of Virginia Illig Dunnam and Carter Byron Christie, Kay Christie, and Craig H. Christie	Gulfco Marine Maintenance, Inc., a corporation	Grantors convey Tract No. 21A (1.002 acres) of land out of Tract No. 21, Division 8, Brazos Coast Investment Company Subdivision to Grantee. This property is subject to all outstanding mineral and royalty conveyances and all rights of way mentioned at D-10, D-11, D-12, D-13, D-22, and D-23. See D-27.	08/01/1969	Volume 1038, Page 734, Deed Records	D- 28

Date	Instrument	Ganlor	Grantes	Property/Comments	Recording Date	County Book/Page	
				D-12, D-13, D-22, and D-23. See D-27.			
05/31/1966	Partition Deed	Sam E. Dunnam, a/k/a S. E. Dunnam, Jr., individually and as Executor of the Estate of Virginia Illig Dunnam, deceased, Carter Byron Christie, Kay Christie, Craig Hart Christie, Dr. Carl M. Carroll, Jr., and Fred H. Rarner, Sr.	Sam E. Dunnan, Carter Byron Christie, Kay Christie, Craig Hart Christie, Dr. Carl M. Carroll, Jr., and Fred H. Ramer, Sr.	The following described property has been partitioned out of Tract 21. The Grantees each receive a portion of Tract No. 21, Division 8, Brazos Coast Investment Company Subdivision, containing 1.002 acres; 1.986 acres; and 0.986 acres of land. This totals 3.974 acres. An undivided ½ interest goes to Sam E. Dunnan and the remaining undivided ½ interest goes to Carter Byron Christie, Kay Christie, and Craig Hart Christie (Tract 21A, 1.002 acres). Dr. Carl M. Carroll, Jr., receives all of Tract 21B (1.986 acres). Fred H. Ramer, Sr., receives all of Tract 21 (0.986 acres). See D-25, D-24, D-21, D-17, and D-7.	05/20/1969	Volume 1032, Page 106, Deed Records	D- 27
10/07/1964	Tax Suit	The Brazosport Independent School District, Plaintiff	W. J. D. Way, et al., Defendants	It is ordered that the defendants must pay past due taxes, penalties, and interest for all delinquent years on numerous properties including the SE 1/8 of Tract No. 21, Division 8, Brazos Coast Investment Company Subdivision.	10/07/1964	Civil Book 12, Page 561	D- 26
05/01/1961	Mineral Deed	H. Merlyn Christie	Carter Byron Christie, Kay Christie, and Craig Hart Christie	Grantor conveys an undivided 1/8 interest in all oil, gas, and other minerals. See D-7.	09/03/1968	Volume 859, Page 269, Deed Records	D- 25
05/22/1961	Warranty Deed	Fred H. Ramer, Sr.	Dr. Carl M. Carroll, Jr.	Grantor conveys an undivided ½ interest in a five acre tract of land known as Tract 21, Subdivision No. 8, Brazos Coast Investment Company Subdivision. See D-21.	08/03/1962	Volume 827, Page 156, Deed Records	D- 24
04/19/1961	Right of Way Easement Deed	H. Merlyn Christie and Sam E. Dunnam, Jr.	Brazoria County	Grantor conveys a strip of land twenty feet in width extending across the NW end of Tract No. 21, Subdivision No. 8,	08/15/1961	Volume 798, Page 681,	D- 23

Date	Instrument	Grantor	Grantee	Property/Gonuments	Recording Date	County Book/Page	
	Deed	dd Cenn a breedd a nbreitheidd driffeith. Reinidiaeth achd achd an bliad a mhlaid a ceil	Andreadan and the second and the sec	end of Tract No. 21, Subdivision No. 8, Brazos Coast Investment Company Subdivision. See D-7 and D-4.	a. a en armenera er e-e-e-e	Deed Records	
04/30/1961	Right of Way	Fred H. Ramer, Sr.	Brazoria County	Grantor conveys a strip of land twenty feet in width extending across the NW end of Tract No. 21, Subdivision No. 8, Brazos Coast Investment Company Subdivision. See D-21.	08/15/1961	Volume 798, Page 679, Deed Records	D- 22
04/26/1961	Warranty Deed	C. C. Childers	Fred H. Ramer, Sr.	Grantor conveys an undivided ½ interest in a five acre tract of land known as Tract 21, Subdivision No. 8, Brazos Coast Investment Company Subdivision. See D-20.	05/05/1961	Volume 791, Page 592, Deed Records	D- 21
06/13/1957	Warranty Deed	E. C. Ailen	C. C. Childers	Grantor conveys an undivided ½ interest in a five acre tract of land known as Tract 21, Subdivision No. 8, Brazos Coast Investment Company Subdivision. See D-19.	11/27/1957	Volume 700, Page 418, Deed Records	D- 20
03/11/1957	Warranty Deed	J. W. Stone	Rev. E. C. Allen	Grantor conveys an undivided ½ interest in a five acre tract of land known as Tract 21, Subdivision No. 8, Brazos Coast Investment Company Subdivision. Excepting oil, gas and other minerals. See D-8.	06/10/1957	Volume 688, Page 13, Deed Records	D- 19
03/11/1957	Mineral Deed	J. W. Stone	Mary Ethel Paine	Grantor conveys an undivided ½ interest in mineral and royalty interest in a five acre tract of land known as Tract 21, Subdivision No. 8, Brazos Coast Investment Company Subdivision. See D-3.	03/12/1957	Volume 681, Page 26, Deed Records	D- 18
01/23/1957	Special Warranty Deed	E. C. Allen	Fred H. Ramer, Sr.	Grantor conveys an undivided 1/4 interest in a five acre tract of land known as Tract 21, Subdivision No. 8, Brazos Coast Investment Company Subdivision. See D-16.	02/13/1957	Volume 678, Page 429, Deed Records	D- 17

Date	Instrument	Granto	Grantee	Property/Somments	Recording Date	County Book/Fage	
10/29/1953	Surface Deed	J. W. Stone	E. C. Allen	Grantor conveys an undivided 1/4 interest in a five acre tract of land known as Tract 21, Subdivision No. 8, Brazos Coast Investment Company Subdivision. See D-14.	09/03/1954	Volume 602, Page 168, Deed Records	D- 16
09/17/1950	Mineral Deed	J. W. Stone	Mary Ethel Paine	Grantor conveys an undivided 1/4 interest in mineral and royalty interest in a five acre tract of land known as Tract 21, Subdivision No. 8, Brazos Coast Investment Company Subdivision, less a 1/64th non-participating royalty interest conveyed by Grantor to T. T. Stratton. See D-3.	09/21/1950	Volume 486, Page 472, Deed Records	D- 15
12/31/1942	Deed	Rika Royalty Company	J. W. Stone	Grantor conveys an undivided 1/4 interest in a five acre tract of land known as Tract 21, Subdivision No. 8, Brazos Coast Investment Company Subdivision, except a 1/64th non-participating royalty interest conveyed by Grantor to T. T. Stratton. See D-9.	02/12/1943	Volume 367, Page 107, Deed Records	D- 14
08/02/1939	Right of Way Deed	Rika Royalty Company	United States of America	Grantor conveys an easement and right- of-way for the construction and maintenance of an Intracoastal Waterway from the Mississippi River required for canal purposes and improvement there on. This conveyance contains 2.1 acres of Tract 21, Subdivision No. 8, Brazos Coast Investment Company Subdivision. Reserving all rights and privileges in said tract of land not converted into public navigable waters. See D-9.	08/04/1939	Volume 320, Page 341, Deed Records	D- 13
02/16/1939	Right of Way Deed	J. W. Stone	United States of America	Grantor conveys an easement and right- of-way for the construction and maintenance of an Intracoastal	05/18/1939	Volume 319, Page 48, Deed	D- 12

Pale	Instrument	Grantor	Grantee	Property/Comments	Recording Date	County Book/Page	
		P 9 P 4 P 4 P 4 P 4 P 4 P 4 P 4 P 4 P 4		Waterway from the Mississippi River required for canal purposes and improvement there on. This conveyance contains 2.1 acres of Tract 21, Subdivision No. 8, Brazos Coast Investment Company Subdivision. Reserving all rights and privileges in said tract of land not converted into public navigable waters. See D-8.		Records	
04/20/1937	Right of Way Deed	T. T. Stratton, Mrs. R. M. Lee, a widow, and Mary Louise Lee	United States of America	Grantors convey an easement and right- of-way for the deposit of dredged materials thus creating a necessary spoil dump in the construction and maintenance of a navigable waterway of the United States of America. This conveyance contain 2.1 acres of Tract 21, Subdivision No. 8, Brazos Coast Investment Company Subdivision. Reserving all rights and privileges in said tract of land not converted into public navigable waters. See D-2.	05/18/1939	Volume 319, Page 40, Deed Records	D- 11
02/16/1939	Right of Way Deed	H. Merlyn Christie, S. E. Dunnam, Jr., Eleanor Stevens Vaughn (born Eleanor A. Stevens), and H. M. Vaughn, her husband	United States of America	Grantor conveys easement and right of way in (2.1 acres) of a tract of land known as Tract 21, Subdivision No. 8, Brazos Coast Investment Company Subdivision to the Grantees for the purpose of constructing, improving, and maintaining an Intracoastal Waterway from the Mississippi River. Reserving all rights and privileges in said tract of land not converted into public navigable waters. See D-7.	05/18/1939	Volume 319, Page 38, Deed Records	D- 10
03/21/1939	Deed	J. W. Stone	Rika Royalty Company	Grantor conveys an undivided 1/4 interest in a five acre tract of land known as Tract 21, Subdivision No. 8, Brazos Coast Investment Company Subdivision, except a 1/64th non-participating royalty interest conveyed by Grantor to T. T.	03/23/1939	Volume 315, Page 346, Deed Records	D-9

Date	Instrument	Granter	Grantee	Property/Comments	Recording Date	Gounty Book/Page	
				Stratton. See D-2.			
10/15/1938	Quit Claim Deed	Mrs. R. M. Lee, widow of R. M. Lee, Mrs. Mary Louise Giesecke, Neal Giesecke, T. T. Stratton	J. W. Stone	Grantor/Widow conveys an undivided ½ interest in a five acre tract of land known as Tract 21, Subdivision No. 8, Brazos Coast Investment Company Subdivision. See D-2.	02/15/1938 (1939)	Volume 314, Page 505, Deed Records	D-8
12/7/1938	Correction Deed	J. W. Stone	H. Merlyn Christie and S. E. Dunnam, Jr.	Grantor conveys an undivided ½ interest in a five acre tract of land known as Tract 21, Subdivision No. 8, Brazos Coast Investment Company Subdivision, less a 1/64th non-participating royalty interest conveyed by Grantor to T. T. Stratton. See D-4.	12/19/1938	Volume 313, Page 437, Deed Records	D-7
10/29/1938	Royalty Deed	T. T. Stratton and Mabel H. Stratton, his wife	Miss Eleanor Adriance Stevens	Grantor conveys an undivided 1/16th in all oil and gas royalties and other minerals in Tract 21, Subdivision No. 8, Brazos Coast Investment Company Subdivision. This mineral interest is one-half of the interest acquired at D-5.	11/14/1938	Volume 313, Page 62, Deed Records	D-6
10/18/1938	Royalty Deed	J. W. Stone	T. T. Stratton	Grantor conveys an undivided 1/8th interest in all oil and gas royalties and other minerals in Tract 21, Subdivision No. 8, Brazos Coast Investment Company Subdivision. This is the same 5 acre tract of land conveyed August 31, 1909. See D-3.	10/26/1938	Volume 309, Page 629, Deed Records	D-5
10/19/1938	Quit Claim Deed	J. W. Stone	H. Merlyn Christie and S. E. Dunnam, Jr.	Grantor conveys an undivided ½ interest in a five acre tract of land known as Tract 21, Subdivision No. 8, Brazos Coast Investment Company Subdivision. See D-3, D-7.	10/25/1938	Volume 309, Page 605, Deed Records	D-4
11/17/1937	Quit Claim Deed	Thomas J. Jones	J. W. Stone	Grantor conveys "all interest" in a five acre tract of land known as Tract 21, Subdivision No. 8, Brazos Coast Investment Company Subdivision. This is the same 5 acre tract of land	07/22/1938	Volume 306, Page 604, Deed Records	D-3

Date	Instrument	Grantor	Grantea	Property/Comments	Recording Date	County Book/Page	
				is the same 5 acre tract of land conveyed August 31, 1909.			
03/04/1936	Deed	T. T. Stratton	R. M. Lee	Grantor conveys an undivided ½ interest in a five acre tract of land known as Tract 21, Subdivision No. 8, Brazos Coast Investment Company Subdivision.	03/30/1936	Volume 276, Page 302, Deed Records	D-2
02/07/1935	Deed	T. T. Stratton	Harrison Oil Company, J.S. Abercrombie Co., and Frank K. Stevens	Grantor reserves an undivided 1/9th interest in Subdivision No. 8, Brazos Coast Investment Company Subdivision, and conveys an undivided 1/3 interest to Harrison Oll Company, an undivided 1/3 interest to J.S. Abercombie Co., and an undivided 2/9 interest to Frank K. Stevens. Note, the exact property description is left out of the conveyance document.	02/07/1935	Volume 259, Page 277, Deed Records	D-1

Date	Instrument	Grantor	Grantee	Property/Commerits	Recording Date	County Book/Page	
08/03/1999	Financing Statement	LDL Coastal Limited, L.P., a Texas limited partnership, Debtor	Houston Commerce Bank, Secured Party	This Financing Statement includes all buildings, improvements, equipment, rents and other proceeds relating to Tract No. 21, 21A, 21B and all of Tract Nos. 22, 23, 24, 25, 55, 57, and 58, Division 8, Brazos Coast Investment Company Subdivision. See D-65.	08/06/1999	Clerk's File Number 99- 036342 of the Official Records of Brazoria County	D- 66
08/03/1999	Assignment of Rents	LDL Coastal Limited, L.P., a Texas limited partnership, whose sole general partner is LDL Management, LLC, a Texas limited liability company, Assignor	Houston Commerce Bank, Assignee	Assignor has entered into leases or may enter into leases and unconditionally assigns and transfers to Assignee all the rents and revenues and any other income earned from the property. See D-64	08/06/1999	Clerk's File Number 99- 036341 of the Official Records of Brazoria County	Ð- 65
08/03/1999	Deed of Trust and Security Agreement	LDL Coastal Limited, L.P., a Texas limited partnership, whose sole general partner is LDL Management, LLC, a Texas limited liability company	P. Michael Wells, Trustee, for Houston Commerce Bank, Beneficiary	Grantor secures a promissory note in the amount of \$325,000.00 on real property that includes Tract No. 21, 21A, 21B and all of Tract Nos. 22, 23, 24, 25, 55, 57, and 58, Division 8, Brazos Coast Investment Company Subdivision. See D-63.	08/06/1999	Cterk's File Number 99- 036340 of the Official Records of Brazoria County	D- 64
08/02/1999	Special Warranty Deed with Vendor's Lien	Janet Casciato-Northrup, Trustee of the Chapter 7 Bankruptcy Estate of Hercules Marine Services Corporation	LDL Coastal Limited, L.P.	Trustee conveys various property including Tract No. 21, 21A, 21B, and all of Tract Nos. 22, 23, 24, 25, 55, 57, and 58, Division 8, Brazos Coast Investment Company Subdivision to the Grantee for the amount of \$325,000.00. This property is subject to all outstanding mineral and royalty conveyances and all rights of way mentioned at D-5, D-10, D-11, D-13, D-16, D-18, D-22, D-23, and D-25. See D-60. Note, the last party to own this property was known as Hercules Real Estate Corporation, a Texas corporation.	08/06/1999	Clerk's File Number 99- 036339 of the Official Records of Brazoria County	D- 63

Date	Instrument	Grantor	Grande	Property/Comments	Recording Date	County Book/Page	
09/07/1993	Termination of Financing Statement	Elders Finance, Inc., Secured Party	Hercules Offshore Corporation, Debtor	Terminates the Financing Statement at D-58.	09/07/1993	Clerk's File Number 93- 032108 of the Official Records of Brazoria County	D- 62
09/01/1993	Release of Lien	Paracor Finance Inc., formerly known as Elders Finance, Inc., Lender	Hercules Offshore Corporation, a Delaware corporation, Maker	The Lender releases all indebtedness and other obligations secured by the First Deed of Trust and Security Agreement and the Financing Statement. See D-57 and D-58.	09/07/1993	Clerk's File Number 93- 032107 of the Official Records of Brazoria County	D- 61
09/01/1993	General Warranty Deed	Hercules Offshore Corporation, a Delaware corporation	Hercules Real Estate Corporation, a Texas corporation	Grantor conveys Tract No. 21, 21A, 21B, and all of Tract Nos. 22, 23, 24, 25, 55, 57, and 58, Division 8, Brazos Coast Investment Company Subdivision to the Grantee. This property is subject to all outstanding mineral and royalty conveyances and all rights of way mentioned at D-5, D-10, D-11, D-13, D-16, D-18, D-22, D-23, and D-25. See D-56.	09/07/1993	Cierk's File Number 93- 032106 of the Official Records of Brazoria County	D- 60
02/22/1989	Financing Statement	Hercules Offshore Corporation, Debtor	Elders Finance, Inc., a New York corporation, Secured Party	Schedule A includes all buildings, improvements, equipment and other properties that have been acquired by the Debtor and include Tract No. 21, 21A, 21B, and all of Tract Nos. 22, 23, 24, 25, 55, 57, and 58, Division 8, Brazos Coast Investment Company Subdivision. See D-57.	02/22/1989	Volume (89) 644, Page 496, Official Records of Brazoria County	D- 58
01/20/1989	First Deed of Trust and Security Agreement	Hercules Offshore Corporation	Paul F. Helton, Jr., Trustee, for Elders Finance, Inc., a New York corporation, Lender	Grantor secures a promissory note in the amount of \$6,000,000.00 on real property that includes Tract No. 21, 21A, 21B, and all of Tract Nos. 22, 23, 24, 25, 55, 57, and 58, Division 8, Brazos Coast	01/20/1989	Volume (89) 634, Page 520, Official Records of Brazoria	D- 57

Date	Instrument	Grantor	Grantee	Property/Comments	Recording Date	County Book/Page	
	# Description	## Ling of man be held thing and a deal of the line of	Almarket - relativet - 19 1 konden a Akolek dolor - Kedek dolor - ion - 100 km km km	55, 57, and 58, Division 8, Brazos Coast Investment Company Subdivision. See D-56.		Brazoria County	
01/20/1989	General Warranty Deed with Vendor's Lien	Fish Engineering & Construction, Inc., a Texas corporation	Hercules Offshore Corporation	Grantor conveys Tract No. 21, 21A, 21B, and all of Tract Nos. 22, 23, 24, 25, 55, 57, and 58, Division 8, Brazos Coast Investment Company Subdivision to the Grantee. This property is subject to all outstanding mineral and royalty conveyances and all rights of way mentioned at D-5, D-10, D-11, D-13, D-16, D-18, D-22, D-23, and D-25. See D-41.	01/20/1989	Volume (89) 634, Page 512, Official Records of Brazoria County	D- 56
01/20/1989	Release of Lien	C. B. Arnes, The Fish Investment Corporation, a Texas corporation, T. D. Tabbert	Fish Engineering & Construction, Inc., a Texas corporation	The Grantees releases all indebtedness and other obligations secured by the security agreement at D-50. D. M. Simecheck did not sign release.	01/20/1989	Volume (89) 634, Page 508, Official Records of Brazoria County	D- 55
01/20/1989	Release of Liens	MCORP Management Solutions, Inc., a Texas corporation, Holder	Fish Engineering & Construction, Inc., a Texas corporation	The Holder releases all indebtedness and other obligations secured by the security agreements at D-46, D-49, D-51, and D-52.	01/20/1989	Volume (89) 634, Page 503, Official Records of Brazoria County	D- 54
01/01/1988	Assignment of Loan Documents, Liens and Security Interests	Mbank Houston, National Association, Assignor	MCORP Management Solutions, Inc., a Texas corporation, Assignee	Assignor conveys all loan documents to Assignee together with all liens, rights, titles, assignments, and interests arising from indebtedness. See D-52, D-51, D-49, D-48, and D-46.	05/18/1988	Volume (88) 547, Page 83, Official Records of Brazoria County	D- 53
09/1/1987	Third Supplemental Deed of Trust and Security Agreement	Fish Engineering & Construction, Inc., a Texas corporation	Walter B. Hendrick, Trustee, for Mbank Houston, National Association	This Deed of Trust ratifies and confirms indebtedness as being in full force and effect for all purposes as a first and prior lien and security interest upon the mortgaged properties. See D-51, D-50, D-49, D-48, and D-46.	09/28/1987	Volume (87) 468, Page 131, Official Records of Brazoria County	D- 52

Date	Instrument	Grantor	Grantee	Property/Comments	Recording Date	County Book/Page	
	1 1. 2. 2. 2. 2. 2. 2. 2. 2. 2. 2. 2. 2. 2.		le-n, flatkii rii da cananna rhan cisacan e da nesi 	D-49, D-48, and D-46.	de si de Mato II. Whit the Societies is a	County	
11/04/1985	Second Supplemental Deed of Trust and Security Agreement	Fish Engineering & Construction, Inc., a Texas corporation	Walter B. Hendrick, Trustee, for Mbank Houston, National Association	This Deed of Trust ratifies and confirms indebtedness as being in full force and effect for all purposes as a first and prior lien and security interest upon the mortgaged properties. See D-50, D-49, D-48, and D-46.	11/18/1985	Volume (85) 210, Page 418, Official Records of Brazoria County	D- 51
10/10/1985	Deed of Trust	Fish Engineering & Construction, Inc., a Texas corporation	David A. Werner, Trustee, for the benefit of C. B. Ames, The Fish Investment Corporation, T. D. Tabbert and D.M. Simecheck	Grantor secures an Indemnity and Payment Agreement with real property that includes Tract No. 21, 21A, 21B, and all of Tract Nos. 22, 23, 24, 25, 55, 56, 57, and 58, Division 8, Brazos Coast Investment Company Subdivision. See D-49.	10/11/1985	Volume (85) 195, Page 835, Official Records of Brazoria County	D- 50
10/10/1985	Subordination and Consent Agreement	C. B. Ames, The Fish Investment Corporation, a Texas corporation, T. D. Tabbert and Don M. Simecheck, Junior Lien Holders, and Fish Engineering & Construction, Inc., a Texas corporation	Mbank Houston, National Association	Junior Lien Deed of Trust (D-50) is subordinate to Mbank's Deed of Trust (D-48).	10/11/1985	Volume (85) 195, Page 829, Official Records of Brazoria County	D- 49
10/1/1985	Supplemental Deed of Trust and Security Agreement	Fish Engineering & Construction, Inc., a Texas corporation	Walter B. Hendrick, Trustee, for Mbank Houston, National Association	Grantor secures a new promissory note in the amount of \$7,300,000.00 on real property that includes Tract No. 21, 21A, 21B, and all of Tract Nos. 22, 23, 24, 25, 55, 56, 57, and 58, Division 8, Brazos Coast Investment Company Subdivision. See D-46.	10/11/1985	Volume (85) 195, Page 824, Official Records of Brazoria County	D- 48
02/20/1985	Deed of Trust and Security Agreement	Fish Engineering & Construction, Inc., a Texas corporation	Walter B. Hendrick, Trustee, for Mbank Houston, National Association	Grantor secures a promissory note in the amount of \$6,200,000.00 on real property that includes Tract No. 21, 21A, 21B, and all of Tract Nos. 22, 23, 24, 25, 55, 56, 57, and 58, Division 8, Brazos Coast Investment Company Subdivision. See D-41and D-155.	02/21/1985	Volume (85) 104, Page 428, Official Records of Brazoria County	D- 46

Pate	Instrument	Granter	Grantee	Property/Comments	Recording Date	County Book/Page	
				See D-41and D-155.			
11/16/1982	Release	Gulfco, Inc., a Texas corporation, Holder, Payee	Fish Engineering & Construction, Inc., a Texas corporation	Gulfco, Inc., releases the promissory note and real property described at D-42.	12/03/1982	Volume 1681, Page 787, Deed Records	D- 45
11/12/1982	Release	The First Freeport National Bank, Holder, Payee	Gulfco, Inc., a Texas corporation	Ralph W. Hatfield, Trustee, for The First Freeport National Bank, Texas, releases the promissory note and real property described at D-40, and all other liens securing the note.	12/03/1982	Volume 803, Page 248, Deed of Trust Records	D- 44
05/29/1981	Release of Lien	Ralph E. David, Trustee, for The First Freeport National Bank	Guifco, Inc., a Texas corporation	Raiph E. David, Trustee, for The First Freeport National Bank, Texas, releases the promissory note and real property described at D-40.	06/09/1981	Volume 725, Page 400, Deed of Trust Records	D- 43
11/12/1979	Deed of Trust	Fish Engineering & Construction, Inc., a Texas corporation	Raymond J. Fields, Trustee, and Gulfco, Inc., Holder	Grantor secures a promissory note in the amount of \$1,105,760.00 on real property that includes Tract Nos. 21, 21A, 21B, and all of Tract Nos. 22, 23, 24, 25, 55, and 56, Division 8, Brazos Coast Investment Company Subdivision. See D-40.	11/16/1979	Volume 657, Page 473, Deed of Trust Records	D- 42
11/12/1979	General Warranty Deed	Gulfco, Inc., a Texas corporation	Fish Engineering & Construction, Inc.	Grantor conveys Tract No. 21, 21A, 21B, all of Tract Nos. 22, and 56, and by a letter dated March 30, 1979, Tract Nos. 23, 24, 25, and 55, Division 8, Brazos Coast Investment Company Subdivision to the Grantee. This property is subject to all outstanding mineral and royalty conveyances and all rights of way mentioned at D-10, D-11, D-12, D-13, D-22, and D-23 and the Deed of Trust at D-40. See D-37.	11/16/1979	Volume 1485, Page 359, Deed Records	D- 41
11/12/1979	Deed of Trust	Gulfco, Inc., a Texas corporation	Ralph E. David, Trustee, for The First Freeport National Bank	Grantor secures a promissory note in the amount of \$506,000.00 on real property that includes Tract No. 21, 21A, 21B, all	11/14/1979	Volume 657, Page 163, Deed of	D- 40

Date	Instrument	Grantor	Gramee	Property/Comments	Recording Date	County Book/Page	
	rea polipodo per legionado		National Bank	that includes Tract No. 21, 21A, 21B, all of Tract No. 22, and Tract No. 56, Division 8, Brazos Coast Investment Company Subdivision. See D-38 and D-36.	t t re un recommendatum and	Deed of Trust Records	
03/30/1979	Deed of Trust	Gulfco, Inc., a Texas corporation	Ralph E. David, Trustee, for The First Freeport National Bank	Grantor secures a promissory note in the amount of \$400,000.00 on real property that includes Tract No. 21, 21A, 21B, all of Tract No. 22, and Tract No. 56, Division 8, Brazos Coast Investment Company Subdivision. This Deed of Trust is second to the Deed of trust at D-36. See D-37.	04/10/1979	Volume 629, Page 792, Deed of Trust Records	D- 38
3/30/1979	Assumption Deed	Chromatioy American Corporation, a Delaware corporation	Gulfco, Inc., a Texas corporation	Grantor conveys real property that includes Tract No. 21, 21A, 21B, all of Tract No. 22, and Tract No. 56, Division 8, Brazos Coast Investment Company Subdivision to the Grantee. This property is subject to all outstanding mineral and royalty conveyances and all rights of way mentioned at D-10, D-11, D-12, D-13, D-22, and D-23. See D-35.	04/10/1979	Volume 1451, Page 288, Deed Records	D- 37
03-16-1976	Deed of Trust	Chromalloy American Corporation, a Delaware corporation	Ralph E. David, Trustee, for The First Freeport National Bank	Grantor secures a promissory note in the amount of \$189,049.01 on real property that includes Tract No. 21, 21A, 21B, all of Tract No. 22, and Tract No. 56, Division 8, Brazos Coast Investment Company Subdivision. See D-34.	04/02/1976	Volume 501, Page 360, Deed of Trust Records	D- 36
10/24/1975	General Warranty Deed	Gulfco, Inc., a Texas corporation formerly known as Gulfco Marine Maintenance, Inc., a corporation	Chromalloy American Corporation, a Delaware corporation	Grantor conveys Tract No. 21, 21A, 21B, all of Tract No. 22, Tract No. 24A, and Tract No. 56, Division 8, Brazos Coast Investment Company Subdivision to the Grantee. This property is subject to all outstanding mineral and royalty conveyances and all rights of way mentioned at D-10, D-11, D-12, D-13, D-	10/29/1975	Volume 1266, Page 290, Deed Records	D- 35

(Pate	Instrument	Grantor	Grantee	Property/Somments	Recording Date	County Book/Page	
				22, and D-23. See D-30 and D-28.			
04/23/1971	Release of Lien	The First Freeport National Bank, Holder	D. V. Collins, Trustee	D. V. Collins, Trustee, for The First Freeport National Bank, releases the promissory note and real property described at D-184 and D-82.	04/27/1971	Volume 375, Page 161, Deed of Trust Records of Brazoria County	D- 8 5
04/23/1971	Deed of Trust	Gulfco Marine Maintenance, Inc., a corporation	D. V. Collins, Trustee, for The First Freeport National Bank	Grantor renews and extends a promissory note in the amount of \$162,000.00 on real property that includes Tract Nos. 21, 22, and 56, Division 8, Brazos Coast Investment Company Subdivision. Note, the Deed of Trust at D-32 does not reference Tract Nos. 22 and 56.	04/27/1971	Volume 375, Page 146, Deed of Trust Records	D- 34
11/24/1970	Quit Claim Deed	United States of America	Gulfco Marine Maintenance, Inc., a Texas corporation	Grantor through the Exchange of Land Act conveys easement in Tract 22, Subdivision No. 8, Brazos Coast Investment Company Subdivision. Grantor assigns all right, title and interest over the permanent spoil disposal easement in Tract No. 22 to Grantee. See D-81.	04/05/1971	Volume 1083, Page 914, Deed Records	D- 84
05/21/1970	Release of Lien	The First Freeport National Bank, Holder	D. V. Collins, Trustee	D. V. Coltins, Trustee, for The First Freeport National Bank, releases the promissory note and real property described at D-79 and D-80.	05/26/1970	Volume 1060, Page 786, Deed of Trust Records of Brazoria County	D- 83
05/14/1970	Deed of Trust	Gulfco Marine Maintenance, Inc.	D. V. Collins, Trustee, for The First Freeport National Bank	Grantor secures a promissory note in the amount of \$50,000.00 on real property that includes Tract No. 22 and Tract No. 56, Division 8, Brazos Coast Investment Company Subdivision. See D-81 and D-154.	05/21/1970	Volume 359, Page 128, Deed of Trust Records	D- 82

Date	frstument	Grantor	Srantee.	Property/Comments	Recording Date	County Book/Page	
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05/14/1970	Deed	B. L. Tanner	Gulfco Marine Maintenance, Inc.	Grantor conveys a full interest in Tract 22, Subdivision No. 8, Brazos Coast Investment Company Subdivision. See D-80.	05/21/1970	Volume 1060, Page 535, Deed Records	D- 81
04/08/1970	Warranty Deed and Vendor's Assignment	A. B. Williamson	B. L. Tanner	Grantor conveys a full interest in Tract 22, Subdivision No. 8, Brazos Coast Investment Company Subdivision. See D-79 and D-77.	04/15/1970	Volume 1058, Page 3, Deed Records	D- 80
04/08/1970	Deed of Trust	B. L. Tanner	D. V. Collins, Trustee, for The First Freeport National Bank	Grantor secure a promissory note in the amount of \$24,500.00 on real property known as Tract No. 22, Division 8, Brazos Coast Investment Company Subdivision. See D-77. Note, this is the first time B. L. Tanner has entered the chain of title. He acquires title through D-80.	04/14/1970	Volume 357, Page 477, Deed Records	D- 79
04/30/1969	Release of Lien	Angleton Bank of Commerce, Holder	Robert C. Koonce	G. E. Waller, Trustee, for Angleton Bank of Commerce releases the promissory note and real property described at D-75.	05/12/1969	Volume 342, Page 706, Deed of Trust Records of Brazoria County	D- 78
04/28/1969	Deed	Robert C. Koonce	A. B. Williams	Grantor conveys a full interest in Tract 22, Subdivision No. 8, Brazos Coast Investment Company Subdivision. See D-74	05/02/1969	Volume 1030, Page 652, Deed of Trust Records of Brazoria County	D- 77
04/20/1967	Release	American Savings and Loan Association of Lake Jackson, Holder	Robert C. Koonce, Edward R. Goff, and David C. Bonnen	James F. Crews, Trustee, for American Savings and Loan Association of Lake Jackson, releases the promissory note and real property described at D-72.	04/24/1967	Volume 304, Page 593, Deed of Trust Records of	D- 76

Date	Instrument	Granto	Grantee	Property/Comments	Recording Date	County Book/Page	
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04/19/1967	Deed of Trust	Robert C. Koonce	G. E. Waller, Trustee for Angleton Bank of Commerce	Grantor secure a promissory note in the amount of \$19,000.00 on real property known as Tract No. 22, Division 8, Brazos Coast Investment Company Subdivision. See D-74,	04/20/1967	Volume 304, Page 502, Deed of Trust Records of Brazoria County	D- 75
04/19/1967	Deed	Edward R. Goff, and David C. Bonnen	Robert C. Koonce	Grantors conveyed their undivided 40% interest (Edward R. Goff) and undivided 20% interest (David C. Bonnen) in Tract 22, Subdivision No. 8, Brazos Coast Investment Company Subdivision. Robert C. Koonce now owns all of Tract No. 22. See D-71.	04/20/1967	Volume 967, Page 427, Deed Records	D- 74
09/16/1965	Correction Deed	Al A. Belanger	Cora M. Belanger	Grantor conveys a full interest in Tract 22, Subdivision No. 8, Brazos Coast Investment Company Subdivision. See D-70.	09/17/1965	Volume 920, Page 561, Deed Records	D- 73
09/01/1965	Deed of Trust	Robert C. Koonce, Edward R. Goff, and David C. Bonnen	James F. Crews, Trustee, for American Savings and Loan Association of Lake Jackson	Grantors secure a promissory note in the amount of \$7,500.00 on real property known as Tract No. 22, Division 8, Brazos Coast Investment Company Subdivision. See D-71.	09/01/1965	Volume 277, Page 567, Deed of Trust Records of Brazoria County	D- 72
08/30/1965	Deed	Cora M. Belanger	Robert C. Koonce, Edward R. Goff, and David C. Bonnen	Grantor conveys an undivided 40% interest to Robert C. Koonce; an undivided 40% interest to Edward R. Goff; and an undivided 20% interest to David C. Bonnen in Tract 22, Subdivision No. 8, Brazos Coast Investment Company Subdivision. See D-70.	09/01/1965	Volume 919, Page 318, Deed Records	D- 71

Date	Instrument	Grahtor	Stance	Property/Comments	Recording Date	County Book/Page	
08/30/1965	Deed	Al A. Belanger	Cora M. Belanger	Grantor conveys a full interest in Tract 22, Subdivision No. 8, Brazos Coast Investment Company Subdivision. See D-69.	09/01/1965	Volume 919, Page 316, Deed Records	D- 70
08/30/1965	Original Petition	Cora M. Belanger, Plaintiff	Al A. Belanger, Defendant	The District Court of Brazoria County dissolved the marriage between Plaintiff and Defendant and have awarded the Plaintiff with numerous property including Tract No. 22, Subdivision No. 8, Brazos Coast Investment Company Subdivision.	08/30/1965	District Court Cause No. 45,764, Civil 13, Page 572	D- 69
03/25/1961	Right of Way	Al Belanger	Brazoria County	Grantor conveys a strip of land twenty feet in width extending across the NW end of Tract No. 22, Subdivision No. 8, Brazos Coast Investment Company Subdivision. See D-67.	08/15/1961	Volume 798, Page 685, Deed Records	D- 68
07/30/1952	Deed	T. H. Holloway and wife, Fern Holloway	Al Belanger	Grantors conveyed a full interest in Tract 22, Subdivision No. 8, Brazos Coast Investment Company Subdivision. This is the same full interest of land conveyed February 1, 1902.	07/1952	Volume 541, Page 362, Deed Records	D- 67

P 216	Instrument	Grantor	Grantee	Property/Convments	Recording Date	County Book/Page	
08/03/1999	Financing Statement	L.Dl. Coastal Limited, L.P., a Texas limited partnership, Debtor	Houston Commerce Bank, Secured Party	This Financing Statement includes all buildings, improvements, equipment, rents and other proceeds relating to Tract No. 21, 21A, 21B and all of Tract Nos. 22, 23, 24, 25, 55, 57, and 58, Division 8, Brazos Coast Investment Company Subdivision. See D-65.	08/06/1999	Clerk's File Number 99- 036342 of the Official Records of Brazoria County	D-66
08/03/1999	Assignment of Rents	LDL Coastal Limited, L.P., a Texas limited partnership, whose sole general partner is LDL Management, LLC, a Texas limited liability company, Assignor	Houston Commerce Bank, Assignee	Assignor has entered into leases or may enter into leases and unconditionally assigns and transfers to Assignee all the rents and revenues and any other income earned from the property. See D-64	08/06/1999	Clerk's File Number 99- 036341 of the Official Records of Brazoria County	D-65
08/03/1999	Deed of Trust and Security Agreement	LDL Coastal Limited, L.P., a Texas limited partnership, whose sole general partner is LDL Management, LLC, a Texas limited liability company	P. Michael Wells, Trustee, for Houston Commerce Bank, Beneficiary	Grantor secures a promissory note in the amount of \$325,000.00 on real property that includes Tract No. 21, 21A, 21B and all of Tract Nos. 22, 23, 24, 25, 55, 57, and 58, Division 8, Brazos Coast Investment Company Subdivision. See D-63.	08/06/1999	Clerk's File Number 99- 036340 of the Official Records of Brazoria County	D-64
08/02/1999	Special Warranty Deed with Vendor's Lien	Janet Casciato- Northrup, Trustee of the Chapter 7 Bankruptcy Estate of Hercules Marine Services Corporation	LDL Coastal Limited, L.P.	Trustee conveys various property including Tract No. 21, 21A, 21B, and all of Tract Nos. 22, 23, 24, 25, 55, 57, and 58, Division 8, Brazos Coast Investment Company Subdivision to the Grantee for the amount of \$325,000.00. This property is subject to all outstanding mineral and royalty conveyances and all rights of way mentioned at D-5, D-10, D-11, D-13, D-16, D-18, D-22, D-23, and D-25. See D-60. Note, the last party to own this property was known as Hercules Real Estate Corporation, a Texas corporation.	08/06/1999	Clerk's File Number 99- 036339 of the Official Records of Brazoria County	D-63

Date	Instrument	Grantor	Grantee	Property/Comments	Recording Date	County Beok/Page	
09/07/1993	Termination of Financing Statement	Elders Finance, Inc., Secured Party	Hercules Offshore Corporation, Debtor	Terminates the Financing Statement at D-58.	09/07/1993	Clerk's File Number 93- 032108 of the Official Records of Brazoria County	D-62
09/01/1993	Release of Lien	Paracor Finance Inc., formerly known as Elders Finance, Inc., Lender	Hercules Offshore Corporation, a Delaware corporation, Maker	The Lender releases all indebtedness and other obligations secured by the First Deed of Trust and Security Agreement and the Financing Statement, See D-57 and D-58.	09/07/1993	Clerk's File Number 93- 032107 of the Official Records of Brazoria County	D-61
09/01/1993	General Warranty Deed	Hercules Offshore Corporation, a Delaware corporation	Hercules Real Estate Corporation, a Texas corporation	Grantor conveys Tract No. 21, 21A, 21B, and all of Tract Nos. 22, 23, 24, 25, 55, 57, and 58, Division 8, Brazos Coast Investment Company Subdivision to the Grantee. This property is subject to all outstanding mineral and royalty conveyances and all rights of way mentioned at D-5, D-10, D-11, D-13, D-16, D-18, D-22, D-23, and D-25. See D-56.	09/07/1993	Clerk's File Number 93- 032106 of the Official Records of Brazoria County	D-60
02/22/1989	Financing Statement	Hercules Offshore Corporation, Debtor	Elders Finance, Inc., a New York corporation, Secured Party	Schedule A includes all buildings, improvements, equipment and other properties that have been acquired by the Debtor and include Tract No. 21, 21A, 21B, and all of Tract Nos. 22, 23, 24, 25, 55, 57, and 58, Division 8, Brazos Coast Investment Company Subdivision. See D-57.	02/22/1989	Volume (89) 644, Page 496, Official Records of Brazoria County	D-58
01/20/1989	First Deed of Trust and Security Agreement	Hercules Offshore Corporation	Paul F. Helton, Jr., Trustee, for Elders Finance, Inc., a New York corporation, Lender	Grantor secures a promissory note in the amount of \$6,000,000.00 on real property that includes Tract No. 21, 21A, 21B, and all of Tract Nos. 22, 23, 24, 25, 55, 57, and 58, Division 8, Brazos Coast	01/20/1989	Volume (89) 634, Page 520, Official Records of Brazoria	D-57

Date	Instrument	Grantor	Grantee	Property/Comments	Recording Date	County Book/Page	in de la companya de La companya de la companya de
33 <u>4 (m. 1. 33. 65.0.</u> (m. 1		P PPP E E altanhada anna anna ann ann ann	r ad Stangon Helbala da taka ta takala, seperjega	55, 57, and 58, Division 8, Brazos Coast Investment Company Subdivision. See D-56.		Brazoria County	***************************************
01/20/1989	General Warranty Deed with Vendor's Lien	Fish Engineering & Construction, Inc., a Texas corporation	Hercules Offshore Corporation	Grantor conveys Tract No. 21, 21A, 21B, and all of Tract Nos. 22, 23, 24, 25, 55, 57, and 58, Division 8, Brazos Coast Investment Company Subdivision to the Grantee. This property is subject to all outstanding mineral and royalty conveyances and all rights of way mentioned at D-5, D-10, D-11, D-13, D-16, D-18, D-22, D-23, and D-25. See D-41.	01/20/1989	Volume (89) 634, Page 512, Official Records of Brazoria County	D-56
01/20/1989	Release of Lien	C. B. Ames, The Fish Investment Corporation, a Texas corporation, T. D. Tabbert	Fish Engineering & Construction, Inc., a Texas corporation	The Grantees releases all indebtedness and other obligations secured by the security agreement at D-50. D. M. Simecheck did not sign release.	01/20/1989	Volume (89) 634, Page 508, Official Records of Brazoria County	D-55
01/20/1989	Release of Liens	MCORP Management Solutions, Inc., a Texas corporation, Holder	Fish Engineering & Construction, Inc., a Texas corporation	The Holder releases all indebtedness and other obligations secured by the security agreements at D-46, D-49, D-51, and D-52.	01/20/1989	Volume (89) 634, Page 503, Official Records of Brazoria County	D-54
01/01/1988	Assignment of Loan Documents, Liens and Security Interests	Mbank Houston, National Association, Assignor	MCORP Management Solutions, Inc., a Texas corporation, Assignee	Assignor conveys all loan documents to Assignee together with all liens, rights, titles, assignments, and interests arising from indebtedness. See D-52, D-51, D-49, D-48, and D-46.	05/18/1988	Volume (88) 547, Page 83, Official Records of Brazoria County	D-53
09/1/1987	Third Supplemental Deed of Trust and Security Agreement	Fish Engineering & Construction, Inc., a Texas corporation	Walter B. Hendrick, Trustee, for Mbank Houston, National Association	This Deed of Trust ratifies and confirms indebtedness as being in full force and effect for all purposes as a first and prior lien and security interest upon the mortgaged properties. See D-51, D-50, D-49, D-48, and D-46.	09/28/1987	Volume (87) 468, Page 131, Official Records of Brazoria County	D-52

Date	Instrument	Grantor	Gane	Property/Comments	Recording Date	County Book/Page	
		AL STATE DEPOSITION OF THE STATE OF THE STAT	[D-49, D-48, and D-46.	litam ela er a X. d. id atlantina	County	
11/04/1985	Second Supplemental Deed of Trust and Security Agreement	Fish Engineering & Construction, Inc., a Texas corporation	Walter B. Hendrick, Trustee, for Mbank Houston, National Association	This Deed of Trust ratifies and confirms indebtedness as being in full force and effect for all purposes as a first and prior lien and security interest upon the mortgaged properties. See D-50, D-49, D-48, and D-46.	11/18/1985	Volume (85) 210, Page 418, Official Records of Brazoria County	D-51
10/10/1985	Deed of Trust	Fish Engineering & Construction, Inc., a Texas corporation	David A. Werner, Trustee, for the benefit of C. B. Ames, The Fish Investment Corporation, T. D. Tabbert and D.M. Simecheck	Grantor secures an Indemnity and Payment Agreement with real property that includes Tract No. 21, 21A, 21B, and all of Tract Nos. 22, 23, 24, 25, 55, 56, 57, and 58, Division 8, Brazos Coast Investment Company Subdivision. See D-49.	10/11/1985	Volume (85) 195, Page 835, Official Records of Brazoria County	D-50
10/10/1985	Subordination and Consent Agreement	C. B. Ames, The Fish Investment Corporation, a Texas corporation, T. D. Tabbert and Don M. Simecheck, Junior Lien Holders, and Fish Engineering & Construction, Inc., a Texas corporation	Mbank Houston, National Association	Junior Lien Deed of Trust (D-50) is subordinate to Mbank's Deed of Trust (D-48).	10/11/1985	Volume (85) 195, Page 829, Official Records of Brazoria County	D-49
10/1/1985	Supplemental Deed of Trust and Security Agreement	Fish Engineering & Construction, Inc., a Texas corporation	Walter B. Hendrick, Trustee, for Mbank Houston, National Association	Grantor secures a new promissory note in the amount of \$7,300,000.00 on real property that includes Tract No. 21, 21A, 21B, and all of Tract Nos. 22, 23, 24, 25, 55, 56, 57, and 58, Division 8, Brazos Coast Investment Company Subdivision. See D-46.	10/11/1985	Volume (85) 195, Page 824, Official Records of Brazoria County	D-48
02/20/1985	Deed of Trust and Security Agreement	Fish Engineering & Construction, Inc., a Texas corporation	Walter B. Hendrick, Trustee, for Mbank Houston, National Association	Grantor secures a promissory note in the amount of \$6,200,000.00 on real property that includes Tract No. 21, 21A, 21B, and all of Tract Nos. 22, 23, 24, 25, 55, 56, 57, and 58, Division 8, Brazos Coast Investment Company Subdivision. See D-41and D-155.	02/21/1985	Volume (85) 104, Page 428, Official Records of Brazoria County	D-46

Date	Instrument		Grantes	Property/Comments	Recording Date	County Book/Page	
	<u> </u>			See D-41and D-155.			
04/30/1982	Lease Cancellation	Anthony Zanakos, Lessor	Fish Engineering & Construction, Inc., a Texas corporation, Lessee	Lessee's interest in the Lease at D-105 has been assigned to Fish Engineering & Construction, Inc., a Texas corporation, Assignee at D-109. Assignee, Fish Engineering & Construction, Inc., a Texas corporation, and Lessor desire to cancel the Lease effective April 30, 1982. See D-109 and D-105.	05/07/1982	Volume 1639, Page 463, Deed Records	D- 111
04/30/1982	General Warranty Deed	Anthony Zanakos and wife, Beverly Joyce Zanakos	Fish Engineering & Construction, Inc., a Texas corporation	Grantor conveys a full interest in surface of Tract 23, Subdivision No. 8, Brazos Coast Investment Company Subdivision. Except the right-of-way for the Intracoastal canal off of the east end of Tract No. 23, containing 2 acres. See D-93.	05/05/1982	Volume 1638, Page 918, Deed Records	D- 110
04/11/1980	Assignment of Lease	Chromalloy American Corporation, Assignor	Fish Engineering & Construction, Inc., a Texas corporation, Assignee	Chromalloy American Corporation, Assignor, sells, transfers and assigns all of the Assignor's right, title and interest in the Leasehold Estate, and all improvements there on to Fish Engineering & Construction, Inc., a Texas corporation, Assignee. See D- 105.	04/17/1980	Volume 1507, Page 631, Deed Records	D- 109
04/08/1980	Confirmation of Compliance	Anthony Zanakos, Lessor	Chromalloy American Corporation, Lessee	The Lessee has paid all rental payments due under Lease Agreement at D-105 and has made all payments to third parties. See D-105.	04/17/1980	Volume 1507, Page 619, Deed Records	D- 108
04/11/1980	Option Termination and Release	Chromalloy American Corporation, a Delaware corporation, Gulfco, Inc., a Texas corporation, and B. L. Tanner	Fish Engineering & Construction, Inc., a Texas corporation	On November 12, 1979, Gulfco, Inc., sold and conveyed to Fish Engineering & Construction, Inc., a Texas corporation, substantially all of the assets of Gulfco, Inc., including an option to purchase Tract Nos. 23, 24, 25, and 55, Division 8, Brazos Coast	04/17/1980	Volume 1507, Page 613, Deed Records	D- 107

Date	Instrument	Grantor	Grantee	Property/Comments	Recording Date	County Book/Page	
				Investment Company Subdivision. This document releases all parties involved from all obligations under the option.			
03/13/1980	Release of Lien	First State Bank of Bellaire, Texas	Anthony Zanakos and wife, Beverty Joyce Zanakos, Debtor	First State Bank of Bellaire, Texas releases the promissory note and real property described at D-93. See D-102.	03/17/1980	Volume 671, Page 473, Deed of Trust Records of Brazoria County	D- 106
01/07/1977	Lease Agreement	Anthony Zanakos, Lessor	Chromalioy American Corporation, Gulfco Division, a corporation, Lessee	Lessor, for consideration of rent, leases for a term of 80 months from November 20, 1976 to November 19, 1991, surface of Tract 23, Subdivision No. 8, Brazos Coast Investment Company Subdivision to Chromalloy American Corporation, Gulfco Division, a corporation, Lessee.	02/27/1980	Volume 1499, Page 730, Deed Records	D- 105
06/01/1978	Easement	Anthony Zanakos and wife, Beverly Joyce Zanakos	Houston Lighting & Power Company	Grantors convey an unobstructed easement five feet in width and 36 feet in length on Tract 23, Subdivision No. 8, Brazos Coast Investment Company Subdivision. See D-96.	07/31/1978	Volume 1410, Page 128, Deed Records	D- 104
05/04/1971	Release of Lien	Federal Deposit Insurance Corporation, Receiver	Anthony Zanakos and wife, Beverly Joyce Zanakos, Debtor	Federal Deposit Insurance Corporation, as Receiver of Sharpstown State Bank, releases the promissory note and real property described at D-96. See D-101, D-100, D-99, D-98, and D-97.	05/05/1971	Volume 375, Page 700, Deed of Trust Records of Brazoria County	D- 103
04/14/1971	Deed of Trust	Anthony Zanakos and wife, Beverly Joyce Zanakos	Clarence Meyer, Trustee, for First State Bank of Bellaire, Holder	Grantors secure a promissory note in the amount of \$4,100.00 on real property known as Tract No. 23, Division 8, Brazos Coast Investment Company Subdivision. See D-93.	04/20/1971	Volume 374, Page 810, Deed of Trust Records of Brazoria County	D- 102

Date	Instrument	Granto	Grantee	Property/Comments	Recording Date	County Book/Page	
10/27/1970	Extension Agreement	Anthony Zanakos and wife, Beverly Joyce Zanakos	Sharpstown State Bank	It is agreed that the maturity of the promissory note at D-96 is extended to January 27, 1971.	11/17/1970	Volume 367, Page 524, Deed of Trust Records of Brazoria County	D- 101
03/13/1970	Extension Agreement	Anthony Zanakos and wife, Beverly Joyce Zanakos	Sharpstown State Bank	It is agreed that the maturity of the promissory note at D-96 is extended to June 11, 1970.	03/31/1970	Volume 356, Page 811, Deed of Trust Records of Brazoria County	D- 100
12/16/1969	Extension Agreement	Anthony Zanakos and wife, Beverly Joyce Zanakos	Sharpstown State Bank	It is agreed that the maturity of the promissory note at D-96 is extended to March 13, 1970.	12/30/1969	Volume 353, Page 330, Deed of Trust Records of Brazoria County	D-99
09/14/1969	Extension Agreement	Anthony Zanakos and wife, Beverly Joyce Zanakos	Sharpstown State Bank	It is agreed that the maturity of the promissory note at D-96 is extended to December 13, 1969.	09/22/1969	Volume 349, Page 132, Deed of Trust Records of Brazoria County	D-98
06/16/1969	Extension Agreement	Anthony Zanakos and wife, Beverly Joyce Zanakos	Sharpstown State Bank	It is agreed that the maturity of the promissory note at D-96 is extended to September 14, 1969.	06/20/1969	Volume 344, Page 643, Deed of Trust Records of Brazoria County	D-97

Date	Instrument	Grantor	Grantee	Proety/comments	Recording Date	County Book/Page	
12/09/1968	Deed of Trust	Anthony Zanakos and wife, Beverly Joyce Zanakos	J. H. Westmoreland, Trustee, for Sharpstown State Bank	Grantors secure a promissory note in the amount of \$6,200.00 on real property known as Tract No. 23, Division 8, Brazos Coast Investment Company Subdivision. See D-93.	01/07/1969	Volume 336, Page 362, Deed of Trust Records of Brazoria County	D-96
12/11/1968	Release of Lien	L. S. Womack, Holder	Anthony Zanakos and wife, Beverly Joyce Zanakos	L. S. Wornack, releases the promissory note and real property described at D-94.	01/07/1969	Volume 1021, Page 118, Deed Records	D-95
11/22/1966	Deed of Trust	Anthony Zanakos and wife, Beverly Joyce Zanakos	Frank W. Stevens, Trustee, and L. S. Womack, Holder	Grantors secure a promissory note in the amount of \$11,000.00 on real property known as Tract No. 23, Division 8, Brazos Coast Investment Company Subdivision. See D-93.	11/22/1966	Volume 298, Page 484, Deed of Trust Records of Brazoria County	D-94
11/22/1966	Deed	L. S. Womack	Anthony Zanakos and wife, Beverly Joyce Zanakos	Grantor conveys a full interest in Tract 23, Subdivision No. 8, Brazos Coast Investment Company Subdivision. Except the right-of-way for the Intracoastal canal off of the east end of Tract No. 23, containing 2 acres. See D-91.	11/22/1966	Volume 956, Page 345, Deed Records	D-93
11/15/1966	Quit Claim Deed	Lola Ruth Smith Evans, widow	L. S. Womack	Grantor conveys a full interest in Tract 23, Subdivision No. 8, Brazos Coast Investment Company Subdivision. Except the right-of-way for the Intracoastal canal off of the east end of Tract No. 23, containing 2 acres. See D-91.	11/15/1966	Volume 955, Page 879, Deed Records	D-92
06/07/1965	Warranty Deed	Mrs. R. E. L. Stringfellow	L. S. Womack	Grantor conveys a full interest in the surface of Tract 23, Subdivision No. 8, Brazos Coast Investment Company Subdivision. Except the right-of-way for the intracoastal canal off of the east end	06/14/1965	Volume 912, Page 850, Deed Records	D-91

Date	instrument	Glanto	Grantee	Property/Comments	Recording Date	County Book/Page	
				the intracoastal canal off of the east end of Tract No. 23, containing 2 acres. See D-88.			
02/05/1957	Affidavit	Nannie M. Stringfellow, the widow of R. E. L. Stringfellow, deceased	Public Record	Nannie M. Stringfellow statement states that she and her deceased husband, R. E. L. Stringfellow owned land that comprised 3200 acres known as the Stringfellow pasture. Note, Tract No. 23 in Subdivision 8 is not listed in this land inventory.	10/27/1964	Volume 894, Page 261, Deed Records	D-90
03/30/1961	Right-of-Way Easement	Nannie M. Stringfellow, widow	Brazoria County	Grantor conveys a strip of land twenty feet in width extending across the NW end of Tract No. 23, Subdivision No. 8, Brazos Coast Investment Company Subdivision. See D-88.	08/15/1961	Volume 798, Page 692, Deed Records	D-89
04/07/1945	Deed	A. J. Smith	Mrs. R. E. L. Stringfellow	Grantor conveys a full interest in Tract 23, Subdivision No. 8, Brazos Coast Investment Company Subdivision. Except the right-of-way for the intracoastal canal off of the east end of Tract No. 23, containing 2 acres.	04/09/1945	Volume 376, Page 278, Deed Records	D-88
09/22/1943	Affidavit of Heirship and No Administration	A. J. Smith, J. C. Evans, and Mrs. Ruth Evans	Public Record	Mrs. Lola A. Smith, deceased. Was wife of A. J. Smith. Her only daughter Mrs. Ruth Evans and her husband, A. J. Smith, are entitled to and owners of all property belonging to Mrs. Lola A. Smith, at the time of her death. See D-86.	09/28/1943	Volume 370, Page 625, Deed Records	D-87
06/22/1939	Deed	C. L. Minkler	A. J. Smith	Grantor conveys a full interest in Tract 23, Subdivision No. 8, Brazos Coast Investment Company Subdivision. Except the right-of-way for the Intracoastal canal off of the east end of Tract No. 23, containing 2 acres.	12/12/1939	Volume 326, Page 100, Deed Records	D-86

Date	Instrument	Granior	Grande 1771777	Property/Comments	Recording Date	County Book/Page	
08/03/1999	Financing Statement	LDL Coastal Limited, L.P., a Texas limited partnership, Debtor	Houston Commerce Bank, Secured Party	This Financing Statement includes all buildings, improvements, equipment, rents and other proceeds relating to Tract No. 21, 21A, 21B and all of Tract Nos. 22, 23, 24, 25, 55, 57, and 58, Division 8, Brazos Coast Investment Company Subdivision. See D-65.	08/06/1999	Clerk's File Number 99- 036342 of the Official Records of Brazoria County	D- 66
08/03/1999	Assignment of Rents	LDL Coastal Limited, L.P., a Texas limited partnership, whose sole general partner is LDL Management, LLC, a Texas limited liability company, Assignor	Houston Commerce Bank, Assignee	Assignor has entered into leases or may enter into leases and unconditionally assigns and transfers to Assignee all the rents and revenues and any other income earned from the property. See D-64	08/06/1999	Clerk's File Number 99- 036341 of the Official Records of Brazoria County	D- 65
08/03/1999	Deed of Trust and Security Agreement	LDL Coastal Limited, L.P., a Texas limited partnership, whose sole general partner is LDL Management, LLC, a Texas limited liability company	P. Michael Wells, Trustee, for Houston Commerce Bank, Beneficiary	Grantor secures a promissory note in the amount of \$325,000.00 on real property that includes Tract No. 21, 21A, 21B and all of Tract Nos. 22, 23, 24, 25, 55, 57, and 58, Division 8, Brazos Coast Investment Company Subdivision. See D-63.	08/06/1999	Clerk's File Number 99- 036340 of the Official Records of Brazoria County	D- 64
08/02/1999	Special Warranty Deed with Vendor's Lien	Janet Casciato-Northrup, Trustee of the Chapter 7 Bankruptcy Estate of Hercules Marine Services Corporation	LDL Coastal Limited, L.P.	Trustee conveys various property including Tract No. 21, 21A, 21B, and all of Tract Nos. 22, 23, 24, 25, 55, 57, and 58, Division 8, Brazos Coast Investment Company Subdivision to the Grantee for the amount of \$325,000.00. This property is subject to all outstanding mineral and royalty conveyances and all rights of way mentioned at D-5, D-10, D-11, D-13, D-16, D-18, D-22, D-23, and D-25. See D-60. Note, the last party to own this property was known as Hercules Real Estate Corporation, a Texas corporation.	08/06/1999	Clerk's File Number 99- 036339 of the Official Records of Brazoria County	D- 63

Date	Instrument	Grantor	Grantee	Property/Comments	Recording Date	County Book/Page	
09/07/1993	Termination of Financing Statement	Elders Finance, Inc., Secured Party	Hercules Offshore Corporation, Debtor	Terminates the Financing Statement at D-58.	09/07/1993	Clerk's File Number 93- 032108 of the Official Records of Brazoria County	D- 62
09/01/1993	Release of Lien	Paracor Finance Inc., formerly known as Elders Finance, Inc., Lender	Hercules Offshore Corporation, a Delaware corporation, Maker	The Lender releases all indebtedness and other obligations secured by the First Deed of Trust and Security Agreement and the Financing Statement. See D-57 and D-58.	09/07/1993	Clerk's File Number 93- 032107 of the Official Records of Brazoria County	D- 61
09/01/1993	General Warranty Deed	Hercules Offshore Corporation, a Delaware corporation	Hercules Real Estate Corporation, a Texas corporation	Grantor conveys Tract No. 21, 21A, 21B, and all of Tract Nos. 22, 23, 24, 25, 55, 57, and 58, Division 8, Brazos Coast Investment Company Subdivision to the Grantee. This property is subject to all outstanding mineral and royalty conveyances and all rights of way mentioned at D-5, D-10, D-11, D-13, D-16, D-18, D-22, D-23, and D-25. See D-56.	09/07/1993	Clerk's File Number 93- 032106 of the Official Records of Brazoria County	D- 60
02/22/1989	Financing Statement	Hercules Offshore Corporation, Debtor	Elders Finance, Inc., a New York corporation, Secured Party	Schedule A includes all buildings, improvements, equipment and other properties that have been acquired by the Debtor and include Tract No. 21, 21A, 21B, and all of Tract Nos. 22, 23, 24, 25, 55, 57, and 58, Division 8, Brazos Coast Investment Company Subdivision. See D-57.	02/22/1989	Volume (89) 644, Page 496, Official Records of Brazoria County	D- 58
01/20/1989	First Deed of Trust and Security Agreement	Hercules Offshore Corporation	Paul F. Helton, Jr., Trustee, for Elders Finance, Inc., a New York corporation, Lender	Grantor secures a promissory note in the amount of \$6,000,000.00 on real property that includes Tract No. 21, 21A, 21B, and all of Tract Nos. 22, 23, 24, 25, 55, 57, and 58, Division 8, Brazos Coast	01/20/1989	Volume (89) 634, Page 520, Official Records of Brazoria	D- 57

Date		Grantor	Grantee	Property/Comments	Recording Date	County Book/Page	
				55, 57, and 58, Division 8, Brazos Coast Investment Company Subdivision. See D-56.		Brazoria County	
01/20/1989	General Warranty Deed with Vendor's Lien	Fish Engineering & Construction, Inc., a Texas corporation	Hercules Offshore Corporation	Grantor conveys Tract No. 21, 21A, 21B, and alt of Tract Nos. 22, 23, 24, 25, 55, 57, and 58, Division 8, Brazos Coast Investment Company Subdivision to the Grantee. This property is subject to all outstanding mineral and royalty conveyances and all rights of way mentioned at D-5, D-10, D-11, D-13, D-16, D-18, D-22, D-23, and D-25. See D-41.	01/20/1989	Volume (89) 634, Page 512, Official Records of Brazoria County	D- 56
01/20/1989	Release of Lien	C. B. Ames, The Fish Investment Corporation, a Texas corporation, T. D. Tabbert	Fish Engineering & Construction, Inc., a Texas corporation	The Grantees releases all indebtedness and other obligations secured by the security agreement at D-50. D. M. Simecheck did not sign release.	01/20/1989	Volume (89) 634, Page 508, Official Records of Brazoria County	D- 55
01/20/1989	Release of Liens	MCORP Management Solutions, Inc., a Texas corporation, Holder	Fish Engineering & Construction, Inc., a Texas corporation	The Holder releases all indebtedness and other obligations secured by the security agreements at D-46, D-49, D-51, and D-52.	01/20/1989	Volume (89) 634, Page 503, Official Records of Brazoria County	D- 54
01/01/1988	Assignment of Loan Documents, Liens and Security Interests	Mbank Houston, National Association, Assignor	MCORP Management Solutions, Inc., a Texas corporation, Assignee	Assignor conveys all loan documents to Assignee together with all liens, rights, titles, assignments, and interests arising from indebtedness. See D-52, D-51, D-49, D-48, and D-46.	05/18/1988	Volume (88) 547, Page 83, Official Records of Brazoria County	D- 53
09/1/1987	Third Supplemental Deed of Trust and Security Agreement	Fish Engineering & Construction, Inc., a Texas corporation	Walter B. Hendrick, Trustee, for Mbank Houston, National Association	This Deed of Trust ratifies and confirms indebtedness as being in full force and effect for all purposes as a first and prior lien and security interest upon the mortgaged properties. See D-51, D-50, D-49, D-48, and D-48.	09/28/1987	Volume (87) 468, Page 131, Official Records of Brazoria County	D- 52

Date	Instrument	Grantor	Grantes	Preperty/Comments	Recording Date	County Book/Page	
	a de		<u> </u>	D-49, D-48, and D-46.		County	
11/04/1985	Second Supplemental Deed of Trust and Security Agreement	Fish Engineering & Construction, Inc., a Texas corporation	Walter B. Hendrick, Trustee, for Mbank Houston, National Association	This Deed of Trust ratifies and confirms indebtedness as being in full force and effect for all purposes as a first and prior lien and security interest upon the mortgaged properties. See D-50, D-49, D-48, and D-46.	11/18/1985	Volume (85) 210, Page 418, Official Records of Brazoria County	D- 51
10/10/1985	Deed of Trust	Fish Engineering & Construction, Inc., a Texas corporation	David A. Werner, Trustee, for the benefit of C. B. Arnes, The Fish Investment Corporation, T. D. Tabbert and D.M. Simecheck	Grantor secures an Indemnity and Payment Agreement with real property that includes Tract No. 21, 21A, 21B, and all of Tract Nos. 22, 23, 24, 25, 55, 56, 57, and 58, Division 8, Brazos Coast Investment Company Subdivision. See D-49.	10/11/1985	Volume (85) 195, Page 835, Official Records of Brazoria County	D- 50
10/10/1985	Subordination and Consent Agreement	C. B. Ames, The Fish Investment Corporation, a Texas corporation, T. D. Tabbert and Don M. Simecheck, Junior Lien Holders, and Fish Engineering & Construction, Inc., a Texas corporation	Mbank Houston, National Association	Junior Lien Deed of Trust (D-50) is subordinate to Mbank's Deed of Trust (D-48).	10/11/1985	Volume (85) 195, Page 829, Official Records of Brazoria County	D- 49
10/1/1985	Supplemental Deed of Trust and Security Agreement	Fish Engineering & Construction, Inc., a Texas corporation	Walter B. Hendrick, Trustee, for Mbank Houston, National Association	Grantor secures a new promissory note in the amount of \$7,300,000.00 on real property that includes Tract No. 21, 21A, 21B, and all of Tract Nos. 22, 23, 24, 25, 55, 56, 57, and 58, Division 8, Brazos Coast Investment Company Subdivision. See D-46.	10/11/1985	Volume (85) 195, Page 824, Official Records of Brazoria County	D- 48
02/20/1985	Deed of Trust and Security Agreement	Fish Engineering & Construction, Inc., a Texas corporation	Walter B. Hendrick, Trustee, for Mbank Houston, National Association	Grantor secures a promissory note in the amount of \$6,200,000.00 on real property that includes Tract No. 21, 21A, 21B, and all of Tract Nos. 22, 23, 24, 25, 55, 56, 57, and 58, Division 8, Brazos Coast Investment Company Subdivision. See D-41and D-155.	02/21/1985	Volume (85) 104, Page 428, Official Records of Brazoria County	D- 46

Date	listument	Grantor	Grantee	Property/Comments See D-41and D-155.	Recording Date	County Book/Page	
04/11/1980	General Warranty Deed	Chromalloy American Corporation, a Delaware corporation	Fish Engineering & Construction, Inc., a Texas corporation	Grantor conveys Tract No. 24 and 24A, Tract No. 25, and Tract No. 55, Division 8, Brazos Coast Investment Company Subdivision to the Grantee. This property is subject to all outstanding easements, mineral, and royalty conveyances. See D-153, and D-35.	04/17/1980	Volume 1507, Page 625, Deed Records	D- 155
04/11/1980	Option Termination and Release	Chromalloy American Corporation, a Delaware corporation, Gulfco, Inc., a Texas corporation, and B. L. Tanner	Fish Engineering & Construction, Inc., a Texas corporation	On November 12, 1979, Gulfco, Inc., sold and conveyed to Fish Engineering & Construction, Inc., a Texas corporation, substantially all of the assets of Gulfco, Inc., including an option to purchase Tract Nos. 23, 24, 25, 26, 27, and 55, Division 8, Brazos Coast Investment Company Subdivision. This document releases all parties involved from all obligations under the option.	04/17/1980	Volume 1507, Page 613, Deed Records	D- 107
03/13/1980	Release of Lien	Brazosport Bank of Texas	Public Record	Brazosport Bank of Texas, releases the promissory note and real property described at D-150.	03/17/1980	Volume 671, Page 475, Deed of Trust Records	D- 154
02/29/1980	Quit Claim Deed	A. B. Williamson and wife, Margaret G. Williamson	Chromalloy American Corporation, a Delaware corporation	Grantors convey all of Tract No. 24, except portions conveyed at D-130 and D-133, Subdivision No. 8, Brazos Coast Investment Company Subdivision to 10 individual Grantees. Excepting all minerals under that tract. See D-126.	03/05/1980	Volume 1500, Page 578, Deed Records	D- 153
12/10/1979	Assignment and Conveyance	Mobil Oil Corporation	Mobil Producing Texas & New Mexico, Inc., a Delaware corporation	Grantor conveys certain oil and gas and oil, gas and mineral leases, easements, right-of-ways, deeds of the land, mineral royalty deeds, units, pooling agreements, operating agreements, and farmouts to Grantee. See D-137, D-123, D-122, D-121, D-119, D-118,	01/03/1980	Volume 1491, Page 585, Deed Records	D- 152

Date	Instrument	Granor	Gande	Property/Comments	Recording Date	County Book/Page	
	-	11 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1		D-117, and D-115.			
05/23/1978	Easement	Chromalloy American Corporation, a Delaware corporation	Brazoria County	This easement is five feet in width and thirty-six feet in length being the NE ½ of a ten foot wide easement in Tract No. 24.	07/31/1978	Volume 1410, Page 131, Deed Records	D- 151
10/24/1975	General Warranty Deed	Gulfco, Inc., a Texas corporation formerly known as Gulfco Marine Maintenance, Inc., a corporation	Chromalloy American Corporation, a Delaware corporation	Grantor conveys Tract No. 21, 21A, 21B, all of Tract No. 22, Tract No. 24A, and Tract No. 56, Division 8, Brazos Coast Investment Company Subdivision to the Grantee. This property is subject to all outstanding mineral and royalty conveyances and all rights of way mentioned at D-10, D-11, D-12, D-13, D-22, and D-23. See D-30 and D-28.	10/29/1975	Volume 1266, Page 290, Deed Records	D- 35
07/31/1975	Deed of Trust	Gulfco, Inc., a Texas corporation	D. M. Harsdorff, Trustee for Brazosport Bank of Texas	Grantor secures a promissory note in the amount of \$19,000.00 on real property known as Tract No. 24A, Division 8, Brazos Coast Investment Company Subdivision. See D-147.	08/06/1975	Volume 481, Page 910, Deed of Trust Records	D- 150
07/31/1975	Release of Lien	J. O. Angle, Holder	Gulfco, Inc., a Texas corporation	J. O. Angle, Holder, releases the promissory note and real property described at D-148.	08/01/1975	Volume 1255, Page 477, Deed Records	D- 149
02/14/1975	Deed of Trust	Gulfco, Inc., a Texas corporation	Minor M. Smith, Trustee	Grantor secures a promissory note in the amount of \$19,000.00 on real property known as Tract No. 24A, Division 8, Brazos Coast Investment Company Subdivision. See D-147.	02/14/1975	Volume 468, Page 635, Deed of Trust Records	D- 148
02/14/1975	Deed	J. O. Angle	Gulfco, Inc., a Texas corporation	Grantor conveys the surface only of a lot 110 feet wide off of the West or Southwest side of Tract No. 24, known as Tract 24A, Subdivision No. 8, Brazos Coast Investment Company Subdivision. See D-130.	02/14/1975	Volume 1235, Page 859, Deed Records	D- 147
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Instrument	Smile Harding	Grantes and the control of the contr	Property/Comments	Recording	County Book/Page	
Release	Brazosport Savings and Loan Association	J. O. Angle	Brazosport Savings and Loan Association releases the promissory note and real property described at D- 132 and D-131.	02/14/1975	Volume 468, Page 634, Deed of Trust Records	D- 146
Release of Deed of Trust	A. B. Williamson and wife, Margaret G. Williamson	L. R. Giese, Trustee	The First National Bank of Angleton releases the promissory note and real property described at D-143.	12/27/1972	Volume 413, Page 812, Deed of Trust Records	D- 145
Release of Deed of Trust	Brazosport Savings and Loan Association	A. B. Williamson and wife, Margaret G. Williamson	Brazosport Savings and Loan Association releases the promissory note and real property described at D-142, D-141, D-140, D-139, D-138, and D-136.	08/28/1972	Volume 405, Page 352, Deed of Trust Records	D- 144
Deed of Trust	A. B. Williamson and wife, Margaret G. Williamson	L. R. Giese, Trustee for The First National Bank of Angleton	Grantors secure a promissory note in the amount of \$11,500.00 on real property known as Tract No. 24 and Tract No. 25, Division 8, Brazos Coast Investment Company Subdivision. See D-126.	08/23/1972	Volume 405, Page 102, Deed of Trust Records	D- 143
Extension of Deed of Trust	A. B. Williamson and wife, Margaret G. Williamson	David P. Danheim, Trustee for Brazosport Savings and Loan Association	Grantors secure an extension on a promissory note in the amount of \$15,300.00 on real property known as Tract No. 24 and Tract No. 25, Division 8, Brazos Coast Investment Company Subdivision. See D-141, D-140, D-138, and D-136.	09/06/1968	Volume 330, Page 382, Deed of Trust Records	D- 142
Deed of Trust	A. B. Williamson and wife, Margaret G. Williamson	Joey R. Horn, Trustee for Brazosport Savings and Loan Association	Grantors secure a renewal and extension on a promissory note in the amount of \$15,300.00 on real property known as Tract No. 24 and Tract No. 25, Division 8, Brazos Coast Investment Company Subdivision. See D-140, D-139, D-138, and D-136.	09/06/1968	Volume 330, Page 379, Deed of Trust Records	D- 141
	Release of Deed of Trust Release of Deed of Trust Deed of Trust Extension of Deed of Trust	Release Brazosport Savings and Loan Association Release of Deed of Trust Brazosport Savings and Loan Association Release of Deed of Trust Brazosport Savings and Loan Association Deed of Trust A. B. Williamson and wife, Margaret G. Williamson Extension of Deed of Trust A. B. Williamson and wife, Margaret G. Williamson Deed of Trust A. B. Williamson and wife, Margaret G. Williamson	Release Brazosport Savings and Loan Association Release of Deed of Trust Release of Deed of Trust Release of Deed of Trust Brazosport Savings and Loan Association A. B. Williamson A. B. Williamson and wife, Margaret G. Williamson Deed of Trust A. B. Williamson and wife, Margaret G. Williamson Deed of Trust A. B. Williamson and wife, Margaret G. Williamson Extension of Deed of Trust A. B. Williamson and wife, Margaret G. Williamson David P. Danheim, Trustee for Brazosport Savings and Loan Association Deed of Trust A. B. Williamson David P. Danheim, Trustee for Brazosport Savings and Loan Association Deed of Trust A. B. Williamson David P. Danheim, Trustee for Brazosport Savings and Loan Association Deed of Trust A. B. Williamson and Wife, Margaret G. Brazosport Savings and Loan Association	Release Brazosport Savings and Loan Association Release of Deed of Trust Release of Deed of Trust A. B. Williamson Brazosport Savings and Loan Association releases the promissory note and real property described at D-132 and D-131. Release of Deed of Trust Release of Deed of Trust Release of Deed of Trust A. B. Williamson Brazosport Savings and Loan Association Association releases the promissory note and real property described at D-143. Brazosport Savings and Loan Association Brazosport Savings and Loan Association Agrae Capture Trust No. 24 and Tract No. 25, Division 8, Brazos Coast Investment Company Subdivision. See D-1410, D-138, and D-136.	Release of Deed of Trust Deed of Trust A. B. Williamson and Wife, Margaret G. Williamson and Wife, Margaret G. Williamson Deed of Trust A. B. Williamson and Wife, Margaret G. Williamson and Wife, Margaret G. Williamson Deed of Trust Deed of Trust A. B. Williamson and Wife, Margaret G. Williamson and Wife, Margaret G. Williamson Deed of Trust Deed of Trust A. B. Williamson and Wife, Margaret G. Williamson and Wife, Margaret G. Williamson Deed of Trust Deed of Trust A. B. Williamson and Wife, Margaret G. Williamson and Wife, Margaret G. Williamson Deed of Trust A. B. Williamson and Wife, Margaret G. Williamson and Wife, Margaret G. Williamson Deed of Trust A. B. Williamson and Wife, Margaret G. Williamson and Wife, Margaret G. Williamson Deed of Trust A. B. Williamson and Wife, Margaret G. Williamson and Wife, Margaret G. Williamson Deed of Trust A. B. Williamson and Wife, Margaret G. Williamson and Wife, Margaret G. Williamson Deed of Trust A. B. Williamson and Wife, Margaret G. Williamson Deed of Trust A. B. 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Date	Instrume nt	Grando de la companiona	Gantee	Property/Comments	Recording Date	County Book/Page	
08/31/1967	Deed of Trust	A. B. Williamson and wife, Margaret G. Williamson	David P. Danheim, Trustee for Brazosport Savings and Loan Association	Grantors secure a renewal and extension on a promissory note in the amount of \$15,300.00 on real property known as Tract No. 24 and Tract No. 25, Division 8, Brazos Coast Investment Company Subdivision. See D-139, D-138 and D-136.	08/31/1967	Volume 311, Page 213, Deed of Trust Records	D- 140
08/31/1967	Extension Agreement	A. B. Williamson and wife, Margaret G. Williamson	David P. Danheim, Trustee for Brazosport Savings and Loan Association	Grantors secure an extension on a promissory note in the amount of \$15,300.00 on real property known as Tract No. 24 and Tract No. 25, Division 8, Brazos Coast Investment Company Subdivision. See D-138 and D-136.	08/31/1967	Volume 311, Page 211, Deed of Trust Records	D- 139
09/01/1966	Deed of Trust	A. B. Williamson and wife, Margaret G. Williamson	David P. Danheim, Trustee for Brazosport Savings and Loan Association	Grantors secure a renewal and extension on a promissory note in the amount of \$15,300.00 on real property known as Tract No. 24 and Tract No. 25, Division 8, Brazos Coast Investment Company Subdivision. See D-136.	09/06/1966	Volume 295, Page 358, Deed of Trust Records	D- 138
05/18/1966	Change of Name	Socony Mobil Oil Company	Mobil Oil Corporation	Socony Mobil Oil Company changes name to Mobil Oil Corporation. See D- 123.	05/31/1966	Volume 942, Page 429, Deed Records	D- 137
09/02/1965	Deed of Trust	A. B. Williamson and wife, Margaret G. Williamson	David P. Danheim, Trustee for Brazosport Savings and Loan Association	Grantors secure a promissory note in the amount of \$15,300.00 on real property known as Tract No. 24 and Tract No. 25, Division 8, Brazos Coast Investment Company Subdivision. See D-126.	09/09/1965	Volume 277, Page 928, Deed of Trust Records	D- 136
11/17/1964	Assignment of Deed of Trust	A. B. Williamson and wife, Margaret G. Williamson, Holder	Brazosport Savings and Loan Association, Purchaser	A. B. Williamson and Margaret G. Williamson assign and transfer the Vendor's Lien at D-134. This lien was never released.	11/25/1964	Volume 896, Page 331, Deed Records	D- 135
11/17/1964	Deed of Trust	Vernon C. Wilson	Edward R. Goff, Trustee for A. B. Williamson and wife, Margaret G.	Grantor secures a promissory note in the amount of \$12,000.00 on real property for a lot 110 feet wide out of	11/25/1964	Volume 264, Page 757, Deed of	D- 134

Date	Instrument	Grantor	Gramee	Property/Comments	Recording Date	County Book/Page	
**************************************		The second control of the second of the seco	wife, Margaret G. Williamson	property for a lot 110 feet wide out of Tract No. 24, Division 8, Brazos Coast Investment Company Subdivision. See D-133.		Deed of Trust Records	
11/17/1964	Warranty Deed	A. B. Williamson and wife, Margaret G. Williamson	Vernon C. Wilson	Grantors convey the surface only of a lot 110 feet wide out of Tract No. 24, Subdivision No. 8, Brazos Coast Investment Company Subdivision.	11/25/1964	Volume 896, Page 328, Deed Records	D- 133
11/16/1964	Assignment of Deed of Trust	A. B. Williamson and wife, Margaret G. Williamson, Holder	Brazosport Savings and Loan Association, Purchaser	A. B. Williamson and Margaret G. Williamson assign and transfer the vendor's lien at D-131.	11/16/1964	Volume 895, Page 580, Deed Records	D- 132
10/29/1964	Deed of Trust	J. O. Angle	Edward R. Goff, Trustee for A. B. Williamson and wife, Margaret G. Williamson	Grantor secures a promissory note in the amount of \$10,000.00 on real property for a lot 110 feet wide off of the West or Southwest side of Tract No. 24, Division 8, Brazos Coast Investment Company Subdivision. See D-130.	11/03/1964	Volume 263, Page 797, Deed of Trust Records	D- 131
10/29/1964	Deed	A. B. Williamson and wife, Margaret G. Williamson	J. O. Angle	Grantors convey the surface only of a lot 110 feet wide off of the West or Southwest side of Tract No. 24, known as Tract 24A, Subdivision No. 8, Brazos Coast Investment Company Subdivision. See D-126.	11/03/1964	Volume 894, Page 644, Deed Records	D- 130
11/13/1961	Release	Joe M. Baggett, et al.	A. B. Williamson and wife, Margaret G. Williamson	Joe M. Baggett, et al., release the promissory note and real property described at D-127.	11/29/1961	Volume 806, Page 649, Deed Records	D- 129
04/24/1961	Right of Way	Joe M. Baggett, et al.	Brazoria County	Grantors convey a strip of land twenty feet in width extending across the NW end of Tract No. 24 and Tract No. 25, Subdivision No. 8, Brazos Coast Investment Company Subdivision. See D-126.	08/15/1961	Volume 798, Page 674, Deed Records	D- 128

Date	Instrument	Grantor	Grantee	Property/Comments	Recording Date	County Book/Page	
06/20/1961	Deed of Trust	A. B. Williamson and wife, Margaret G. Williamson	Robert C. Koonce, Trustee for Joe M. Baggett, et al.	Grantors secure a promissory note in the amount of \$7,500.00 on real property known as Tract No. 24 and Tract No. 25, Division 8, Brazos Coast Investment Company Subdivision. See D-126.	07/10/1961	Volume 216, Page 20, Deed of Trust Records	D- 127
06/20/1961	Warranty Deed	T. C. Baggett, R. L. Hammonds, M. K. Evans, E. Edgar, B. C. Hays, F. D. Harrell, E. G. Harrell, O. W. McFarland, Ted S. Dixon, J. R. Hughes	A. B. Williamson and wife, Margaret G. Williamson	Grantors convey all of Tract No. 24 and Tract No. 25, Subdivision No. 8, Brazos Coast Investment Company Subdivision, excepting all minerals under that tract. See D-124 and D-160.	07/10/1961	Volume 796, Page 195, Deed Records	D- 126
07/05/1961	Release	Frank K. Stevens, Holder	Joe M. Baggett, Debtor	Frank K. Stevens, releases the promissory note and real property described at D-120.	07/10/1961	Volume 796, Page 193, Deed Records	D- 125
10/11/1960	Warranty Deed	Joe M. Baggett	T. C. Baggett, R. L. Hammonds, M. K. Evans, E. Edgar, B. C. Hays, F. D. Harrell, E. G. Harrell, O. W. McFarland, Ted S. Dixon, J. R. Huges	Grantor conveys an undivided 10/11 interest in Tract No. 24, Subdivision No. 8, Brazos Coast Investment Company Subdivision to 10 individual Grantees. Excepting all minerals under that tract. See D-120.	10/11/1960	Volume 776, Page 439, Deed Records	D- 124
09/16/1959	Certificate of Ownership and Merger	Magnolia Petroleum Company, a Texas corporation	Socony Mobil Oil Company, Inc., a New York corporation	Socony Mobil Oil Company, Inc., a New York corporation is a stock organization existing under the laws of New York. See D-122.	10/22/1959	Volume 752, Page 639, Deed Records	D- 123
09/30/1959	Certificate of Merger	Magnolia Petroleum Company, a Texas corporation	Socony Mobil Oil Company, Inc., a New York corporation	Magnolia Petroleum Company, a Texas corporation merges into Socony Mobil Oil Company, Inc., a New York corporation. See D-119.	10/22/1959	Volume 752, Page 636, Deed Records	D- 122
01/22/1957	Certificate of Amendment	Stanolind Oil and Gas Company	Pan American Petroleum Corporation	Stanolind Oil and Gas Company changes its name to Pan American Petroleum Corporation. See D-118.	01/1957	Volume 678, Page 201, Deed Records	D- 121

Instrument	Grantor	Grantee	Property/Comments	Recording Date	County Book/Page	
Deed with Vendor's Lien	Frank K. Stevens	Joe M. Baggett	Grantor conveys all of Tract No. 24, Subdivision No. 8, Brazos Coast Investment Company Subdivision, except all minerals under that tract. See D-112.	06/13/1955	Volume 624, Page 271, Deed Records	D- 120
Partition Deed	Stanolind Oil and Gas Company, a Texas corporation, Magnolia Petroleum Company, a Texas corporation and Frank K. Stevens	Stanolind Oil and Gas Company, a Texas corporation, Magnolia Petroleum Company, a Texas corporation and Frank K. Stevens	Grantors agree to partition their interest in numerous parcels including Tract No. 24, Subdivision No. 8, Brazos Coast Investment Company Subdivision. Frank K. Stevens obtains surface of Tract No. 24 and 1/32 royalty interest. Stanolind and Magnolia obtain oil, gas and mineral rights of Tract No. 24. See D-117	12/13/1954	Volume 609, Page 139, Deed Records	D- 119
Deed	Old Ocean Oil Company, a Delaware corporation	Stanolind Oil and Gas Company, a Texas corporation	Grantor conveys 7/18 interest in surface and mineral rights in Tract No. 24, Subdivision No. 8, Brazos Coast Investment Company Subdivision. See D-117.	05/10/1954	Volume 592, Page 150, Deed Records	D- 118
Deed	J. S. Abercrombie Company	Old Ocean Oil Company, a Delaware corporation	Grantor conveys 7/18 interest in surface and mineral rights in Tract No. 24, Subdivision No. 8, Brazos Coast Investment Company Subdivision. See D-112.	05/06/1954	Volume 591, Page 512, Deed Records	D- 117
Grazing Lease	F. K. Stevens, J.S. Abercrombie Co., and Magnolia Petroleum Company, Lessors	Mr. E. C. Allen, Lessee	Lessors lease to Lessee for grazing purposes only numerous parcels including Tract No. 24, Subdivision No. 8, for a term of one year. See D-115.	05/20/1953	Volume 563, Page 71, Deed Records	D- 116
Deed	Harrison Oil Company, a Texas corporation	Magnolia Petroleum Company, a Texas corporation	Grantor conveys numerous parcels including fee land and mineral rights on Tract No. 24, Subdivision No. 8, Brazos Coast Investment Company Subdivision. See D-112.	01/14/1943	Volume 364, Page 487, Deed Records	D- 115
	Deed with Vendor's Lien Partition Deed Deed Grazing Lease	Deed with Vendor's Lien Partition Deed Stanotind Oil and Gas Company, a Texas corporation, Magnolia Petroleum Company, a Texas corporation and Frank K. Stevens Deed Old Ocean Oil Company, a Delaware corporation Deed J. S. Abercrombie Company Grazing Lease F. K. Stevens, J.S. Abercrombie Co., and Magnolia Petroleum Company, Lessors Deed Harrison Oil Company, a	Deed with Vendor's Lien Partition Deed Stanolind Oil and Gas Company, a Texas corporation, Magnolia Petroleum Company, a Texas corporation and Frank K. Stevens Deed Old Ocean Oil Company, a Texas corporation and Frank K. Stevens Deed J. S. Abercrombie Company, a Delaware corporation Grazing Lease F. K. Stevens, J.S. Abercrombie Co., and Magnolia Petroleum Company, Lessors Deed Harrison Oil Company, a Texas corporation Magnolia Petroleum Company, a Delaware corporation Magnolia Petroleum Company, a Texas corporation Magnolia Petroleum Company, a Texas corporation	Deed with Vendor's Lien Frank K. Stevens Joe M. Baggett Grantor conveys all of Tract No. 24, Subdivision No. 8, Brazos Coast Investment Company Subdivision, except all minerals under that tract. See D-112. Stanolind Oil and Gas Company, a Texas corporation, Magnolia Petroleum Company, a Texas corporation and Frank K. Stevens Deed Old Ocean Oil Company, a Delaware corporation Deed J. S. Abercrombie Company a Delaware corporation Company Belaware corporation Company Delaware corporation Abercrombie Company Belaware corporation Company Delaware corporation F. K. Stevens, J.S. Abercrombie Company Abercrombie Co., and Magnolia Petroleum Company, a Delaware corporation Magnolia Petroleum Company, a Texas corporation Mr. E. C. Allen, Lessee Harrison Oil Company, a Texas corporation Magnolia Petroleum Company, a Texas corporation Company, a Texas corporation Grantor conveys 7/18 interest in surface and mineral rights in Tract No. 24, Subdivision No. 8, Brazos Coast Investment Company Subdivision. See D-117. Grantor conveys 7/18 interest in surface and mineral rights in Tract No. 24, Subdivision No. 8, Brazos Coast Investment Company Subdivision. See D-112. Grazing Lessors Lessors only numerous parcels including Tract No. 24, Subdivision No. 8, Frazos Coast Investment Company, a Texas corporation Magnolia Petroleum Company, a Texas corporation Company, a Texas corporation Company, Lessors Magnolia Petroleum Company, a Texas corporation No. 8, Brazos Coast Investment Company Subdivision No. 8, Frazos Coast Investment Company Subdivision No.	Deed with Vendor's Lien Frank K. Stevens Joe M. Baggett Grantor conveys all of Tract No. 24, Subdivision No. 8, Brazos Coast Investment Company Subdivision, except all minerals under that tract. See D-112. Partition Deed Stanolind Oil and Gas Company, a Texas corporation, Magnolia Petroleum Company, a Texas corporation and Frank K. Stevens Stanolind Oil and Gas Company, a Texas corporation and Frank K. Stevens Stanolind Oil and Gas Company, a Texas corporation and Frank K. Stevens Deed Old Ocean Oil Company, a Delaware corporation Deed J. S. Abercrombie Company Old Ocean Oil Company, a Delaware corporation Delaware corporation Delaware corporation Total No. 24, Subdivision No. 8, Brazos Coast Investment Company Subdivision. Grantor conveys 7/18 interest in surface and mineral rights in Tract No. 24, Subdivision No. 8, Brazos Coast Investment Company Subdivision. Grantor conveys 7/18 interest in surface and mineral rights in Tract No. 24, Subdivision No. 8, Brazos Coast Investment Company Subdivision. See D-117. Grantor conveys 7/18 interest in surface and mineral rights in Tract No. 24, Subdivision No. 8, Brazos Coast Investment Company Subdivision. See D-117. Grantor conveys 7/18 interest in surface and mineral rights in Tract No. 24, Subdivision No. 8, Brazos Coast Investment Company Subdivision. See D-112. Grazing F. K. Stevens, J.S. Abercrombie Co., and Magnolia Petroleum Company, a Texas corporation Deed Harrison Oil Company, a Texas corporation Texas corporation Magnolia Petroleum Company, a Texas corporation No. 8, Brazos Coast Investment Company Subdivision. Oil/14/1943 including fee land and mineral rights on Tract No. 24, Subdivision No. 8, Brazos Coast Investment Company Subdivision. Oil/14/1943 including fee land and mineral rights on Tract No. 24, Subdivision No. 8, Brazos Coast Investment Company Subdivision.	Deed with Vendor's Lien Frank K. Stevens Joe M. Baggett Grantor conveys all of Tract No. 24, Subdivision No. 8, Brazos Coast Investment Company Subdivision, except all minerals under that tract. See D-112. Partition Deed Stanolind Oil and Gas Company, a Texas corporation, Magnolia Petroleum Company, a Texas corporation and Frank K. Stevens Deed Oid Ocean Oil Company, a Texas corporation Deed J. S. Abercrombie Company a Delaware corporation Deed J. S. Abercrombie Company a Delaware corporation Company Company Company Abercrombie Co., and Magnolia Petroleum Company, a Delaware corporation Deed Harrison Oil Company, a Texas corporation Deed Abercrombie Co., and Magnolia Petroleum Company, a Texas corporation Deed Harrison Oil Company, a Texas corporation Deed Harrison Oil Company, a Texas corporation Deed Abercrombie Co., and Magnolia Petroleum Company, a Texas corporation Deed Harrison Oil Company, a Texas corporation Deed Harrison Oil Company, a Texas corporation Deed Abercrombie Co., and Magnolia Petroleum Company, a Texas corporation Deed Harrison Oil Company, a Texas corporation Deed Harrison Oil Company, a Texas corporation Deed Abercrombie Co., and Magnolia Petroleum Company, a Texas corporation Deed Harrison Oil Company, a Texas corporation Deed Company, Lessors Deed Harrison Oil Company, a Texas corporation Deed Company, a Texas corporation Company, a Texas corporation Deed Company, a Texas corpo

Date	Instrument	Granto	Gance	Property/Comments	Recording Date	County Book/Page	
08/19/1937	Right of Way Deed	Harrison Oil Company, J.S. Abercrombie Co., and Frank K. Stevens	United States of America	Grantors convey 1.81 acres of Tract No. 24, Subdivision No. 8, Brazos Coast Investment Company Subdivision, for the purpose of constructing, improving, and maintaining an Intracoastal Waterway from the Mississippi River. Reserving all rights and privileges in said tract of land not converted into public navigable waters. See D-112,	10/23/1937	Volume 298, Page 7, Deed Records	D- 114
10/01/1936	Grazing Lease	F. K. Stevens, Harrison Oil Company, and J.S. Abercrombie Co.	R. E. L. Stringfellow	Lessors lease to Lessee for grazing purposes only numerous parcels including Tract No. 24, Subdivision No. 8, for a term of five years. See D-112.	10/15/1936	Volume 280, Page 465, Deed Records	D- 113
05/01/1936	Deed	T. T. Stratton and R. W. Milner, Jr.	Harrison Oil Company (7/18 interest), J.S. Abercrombie Co. (7/18 interest), and Frank K. Stevens (4/18 interest)	Grantor conveys Tract No. 24, Brazos Coast Investment Company Subdivision and numerous other parcels.	05/04/1936	Volume 278, Page 48, Deed Records	D- 112
02/07/1935	Deed	T. T. Stratton	Harrison Oil Company, J.S. Abercrombie Co., and Frank K. Stevens	Grantor reserves an undivided 1/9th interest in Subdivision No. 8, Brazos Coast Investment Company Subdivision, and conveys an undivided 1/3 interest to Harrison Oil Company, an undivided 1/3 interest to J.S. Abercombie Co., and an undivided 2/9 interest to Frank K. Stevens. Note, the exact property description is left out of the conveyance document.	02/07/1935	Volume 259, Page 277, Deed Records	D-1

Date	Instrument	Grantor	Granee	Property/Comments	Recording Date	County Book/Page	
08/03/1999	Financing Statement	LDL Coastal Limited, L.P., a Texas limited partnership, Debtor	Houston Commerce Bank, Secured Party	This Financing Statement includes all buildings, improvements, equipment, rents and other proceeds relating to Tract No. 21, 21A, 21B and all of Tract Nos. 22, 23, 24, 25, 55, 57, and 58, Division 8, Brazos Coast Investment Company Subdivision. See D-65.	08/06/1999	Clerk's File Number 99- 036342 of the Official Records of Brazoria County	D- 66
08/03/1999	Assignment of Rents	LDL Coastal Limited, L.P., a Texas limited partnership, whose sole general partner is LDL Management, LLC, a Texas limited liability company, Assignor	Houston Commerce Bank, Assignee	Assignor has entered into leases or may enter into leases and unconditionally assigns and transfers to Assignee all the rents and revenues and any other income earned from the property. See D-64	08/06/1999	Clerk's File Number 99- 036341 of the Official Records of Brazoria County	D- 65
08/03/1999	Deed of Trust and Security Agreement	LDL Coastal Limited, L.P., a Texas limited partnership, whose sole general partner is LDL Management, LLC, a Texas limited liability company	P. Michael Wells, Trustee, for Houston Commerce Bank, Beneficiary	Grantor secures a promissory note in the amount of \$325,000.00 on real property that includes Tract No. 21, 21A, 21B and all of Tract Nos. 22, 23, 24, 25, 55, 57, and 58, Division 8, Brazos Coast Investment Company Subdivision. See D-63.	08/06/1999	Clerk's File Number 99- 036340 of the Official Records of Brazoria County	D- 64
08/02/1999	Special Warranty Deed with Vendor's Lien	Janet Casciato-Northrup, Trustee of the Chapter 7 Bankruptcy Estate of Hercules Marine Services Corporation	LDL Coastal Limited, L.P.	Trustee conveys various property including Tract No. 21, 21A, 21B, and all of Tract Nos. 22, 23, 24, 25, 55, 57, and 58, Division 8, Brazos Coast Investment Company Subdivision to the Grantee for the amount of \$325,000.00. This property is subject to all outstanding mineral and royalty conveyances and all rights of way mentioned at D-5, D-10, D-11, D-13, D-16, D-18, D-22, D-23, and D-25. See D-60. Note, the last party to own this property was known as Hercules Real Estate Corporation, a Texas corporation.	08/06/1999	Clerk's File Number 99- 036339 of the Official Records of Brazoria County	D- 63

Date	Instrument	Granto	Grantee - I I I I I I I I I I I I I I I I I I	Property/Comments	Recording Date	County Book/Page	
09/07/1993	Termination of Financing Statement	Elders Finance, Inc., Secured Party	Hercules Offshore Corporation, Debtor	Terminates the Financing Statement at D-58.	09/07/1993	Clerk's File Number 93- 032108 of the Official Records of Brazoria County	D- 62
09/01/1993	Release of Lien	Paracor Finance Inc., formerly known as Elders Finance, Inc., Lender	Hercules Offshore Corporation, a Delaware corporation, Maker	The Lender releases all indebtedness and other obligations secured by the First Deed of Trust and Security Agreement and the Financing Statement. See D-57 and D-58.	09/07/1993	Clerk's File Number 93- 032107 of the Official Records of Brazoria County	D- 61
09/01/1993	General Warranty Deed	Hercules Offshore Corporation, a Delaware corporation	Hercules Real Estate Corporation, a Texas corporation	Grantor conveys Tract No. 21, 21A, 21B, and all of Tract Nos. 22, 23, 24, 25, 55, 57, and 58, Division 8, Brazos Coast Investment Company Subdivision to the Grantee. This property is subject to all outstanding mineral and royalty conveyances and all rights of way mentioned at D-5, D-10, D-11, D-13, D-16, D-18, D-22, D-23, and D-25. See D-56.	09/07/1993	Clerk's File Number 93- 032106 of the Official Records of Brazoria County	D- 60
02/22/1989	Financing Statement	Hercules Offshore Corporation, Debtor	Elders Finance, Inc., a New York corporation, Secured Party	Schedule A includes all buildings, improvements, equipment and other properties that have been acquired by the Debtor and include Tract No. 21, 21A, 21B, and all of Tract Nos. 22, 23, 24, 25, 55, 57, and 58, Division 8, Brazos Coast Investment Company Subdivision. See D-57.	02/22/1989	Volume (89) 644, Page 496, Official Records of Brazoria County	D- 58
01/20/1989	First Deed of Trust and Security Agreement	Hercules Offshore Corporation	Paul F. Helton, Jr., Trustee, for Elders Finance, Inc., a New York corporation, Lender	Grantor secures a promissory note in the amount of \$6,000,000.00 on real property that includes Tract No. 21, 21A, 21B, and all of Tract Nos. 22, 23, 24, 25, 55, 57, and 58, Division 8, Brazos Coast	01/20/1989	Volume (89) 634, Page 520, Official Records of Brazona	D- 57

Date	Instrument.	Grantor	Grantee	Property/Comments	Recording Date	County Book/Page	
				55, 57, and 58, Division 8, Brazos Coast Investment Company Subdivision. See D-56.		Brazoria County	
01/20/1989	General Warranty Deed with Vendor's Lien	Fish Engineering & Construction, Inc., a Texas corporation	Hercules Offshore Corporation	Grantor conveys Tract No. 21, 21A, 21B, and all of Tract Nos. 22, 23, 24, 25, 55, 57, and 58, Division 8, Brazos Coast Investment Company Subdivision to the Grantee. This property is subject to all outstanding mineral and royalty conveyances and all rights of way mentioned at D-5, D-10, D-11, D-13, D-16, D-18, D-22, D-23, and D-25. See D-41.	01/20/1989	Volume (89) 634, Page 512, Official Records of Brazoria County	D- 56
01/20/1989	Release of Lien	C. B. Ames, The Fish Investment Corporation, a Texas corporation, T. D. Tabbert	Fish Engineering & Construction, Inc., a Texas corporation	The Grantees releases all indebtedness and other obligations secured by the security agreement at D-50. D. M. Simecheck did not sign release.	01/20/1989	Volume (89) 634, Page 508, Official Records of Brazoria County	D- 55
01/20/1989	Release of Liens	MCORP Management Solutions, Inc., a Texas corporation, Holder	Fish Engineering & Construction, Inc., a Texas corporation	The Holder releases all indebtedness and other obligations secured by the security agreements at D-46, D-49, D-51, and D-52.	01/20/1989	Volume (89) 634, Page 503, Official Records of Brazoria County	D- 54
01/01/1988	Assignment of Loan Documents, Liens and Security Interests	Mbank Houston, National Association, Assignor	MCORP Management Solutions, Inc., a Texas corporation, Assignee	Assignor conveys all loan documents to Assignee together with all liens, rights, titles, assignments, and interests arising from indebtedness. See D-52, D-51, D-49, D-48, and D-46.	05/18/1988	Volume (88) 547, Page 83, Official Records of Brazoria County	D- 53
09/1/1987	Third Supplementa I Deed of Trust and Security	Fish Engineering & Construction, Inc., a Texas corporation	Walter B. Hendrick, Trustee, for Mbank Houston, National Association	This Deed of Trust ratifies and confirms indebtedness as being in full force and effect for all purposes as a first and prior lien and security interest upon the mortgaged properties. See D-51, D-50,	09/28/1987	Volume (87) 468, Page 131, Official Records of Brazoria	D- 52

Date	Instrument	Graniot	Grantee	Property/Convinents	Recording Date	County Book/Page	
	Agreement			D-49, D-48, and D-46.		County	
11/04/1985	Second Supplementa I Deed of Trust and Security Agreement	Fish Engineering & Construction, Inc., a Texas corporation	Walter B. Hendrick, Trustee, for Mbank Houston, National Association	This Deed of Trust ratifies and confirms indebtedness as being in full force and effect for all purposes as a first and prior lien and security interest upon the mortgaged properties. See D-50, D-49, D-48, and D-46.	11/18/1985	Volume (85) 210, Page 418, Official Records of Brazoria County	D- 51
10/10/1985	Deed of Trust	Fish Engineering & Construction, Inc., a Texas corporation	David A. Werner, Trustee, for the benefit of C. B. Arnes, The Fish Investment Corporation, T. D. Tabbert and D.M. Simecheck	Grantor secures an Indemnity and Payment Agreement with real property that includes Tract No. 21, 21A, 21B, and all of Tract Nos. 22, 23, 24, 25, 55, 56, 57, and 58, Division 8, Brazos Coast Investment Company Subdivision. See D-49.	10/11/1985	Volume (85) 195, Page 835, Official Records of Brazoria County	D- 50
10/10/1985	Subordinatio n and Consent Agreement	C. B. Ames, The Fish Investment Corporation, a Texas corporation, T. D. Tabbert and Don M. Simecheck, Junior Lien Holders, and Fish Engineering & Construction, Inc., a Texas corporation	Mbank Houston, National Association	Junior Lien Deed of Trust (D-50) is subordinate to Mbank's Deed of Trust (D-48).	10/11/1985	Volume (85) 195, Page 829, Official Records of Brazoria County	D- 49
10/1/1985	Supplementa I Deed of Trust and Security Agreement	Fish Engineering & Construction, Inc., a Texas corporation	Walter B. Hendrick, Trustee, for Mbank Houston, National Association	Grantor secures a new promissory note in the amount of \$7,300,000.00 on real property that includes Tract No. 21, 21A, 21B, and all of Tract Nos. 22, 23, 24, 25, 55, 56, 57, and 58, Division 8, Brazos Coast Investment Company Subdivision. See D-46.	10/11/1985	Volume (85) 195, Page 824, Official Records of Brazoria County	D- 48
02/20/1985	Deed of Trust and Security Agreement	Fish Engineering & Construction, Inc., a Texas corporation	Walter B. Hendrick, Trustee, for Mbank Houston, National Association	Grantor secures a promissory note in the amount of \$6,200,000.00 on real property that includes Tract No. 21, 21A, 21B, and all of Tract Nos. 22, 23, 24, 25, 55, 56, 57, and 58, Division 8, Brazos Coast Investment Company Subdivision. See D-41and D-155.	02/21/1985	Volume (85) 104, Page 428, Official Records of Brazoria County	D- 46

Date	Instrument	Grantor 1911	Graptes:	Property/Comments	Recording Date	County Book/Page	
				See D-41and D-155.			
04/11/1980	General Wагтапty Deed	Chromalloy American Corporation, a Delaware corporation	Fish Engineering & Construction, Inc., a Texas corporation	Grantor conveys Tract No. 24 and 24A, Tract No. 25, and Tract No. 55, Division 8, Brazos Coast Investment Company Subdivision to the Grantee. This property is subject to all outstanding easements, mineral, and royalty conveyances. See D-162, D-153, and D-35.	04/17/1980	Volume 1507, Page 625, Deed Records	D- 155
04/11/1980	Option Termination and Release	Chromalloy American Corporation, a Delaware corporation, Gulfco, Inc., a Texas corporation, and B. L. Tanner	Fish Engineering & Construction, Inc., a Texas corporation	On November 12, 1979, Gulfco, Inc., sold and conveyed to Fish Engineering & Construction, Inc., a Texas corporation, substantially all of the assets of Gulfco, Inc., including an option to purchase Tract Nos. 23, 24, 25, and 55, Division 8, Brazos Coast Investment Company Subdivision. This document releases all parties involved from all obligations under the option. See D-155.	04/17/1980	Volume 1507, Page 613, Deed Records	D- 107
02/29/1980	Lease Termination and Release	A. B. Williamson, Lessor	Chromalloy American Corporation, Gulfco Division, a Delaware corporation, Lessee	Lessor and Lessee terminates lease. See D-161.	03/05/1980	Volume 1500, Page 580, Deed Records	D- 163
02/29/1980	General Warranty Deed	A. B. Williamson and wife, Margaret G. Williamson	Chromalloy American Corporation, a Delaware corporation	Grantors convey all of Tract No. 25 and Tract No. 55, Subdivision No. 8, Brazos Coast Investment Company Subdivision. Excepting all minerals. See D-126.	03/05/1980	Volume 1500, Page 575, Deed Records	D- 162
11/04/1975	Lease	A. B. Williamson, Lessor	Chromalloy American Corporation, Gulfco Division, a Delaware corporation, Lessee	Lessors leases Tract No. 25 and Tract No. 55 for a period of ten years to Lessee for a sum of \$72,000.00. See D- 126.	11/06/1975	Volume 1267, Page 677, Deed Records	D- 161
12/22/1972	Release of Deed of Trust	A. B. Williamson and wife, Margaret G. Williamson	L. R. Giese, Trustee	The First National Bank of Angleton, releases the promissory note and real property described at D-143 and D-126.	12/27/1972	Volume 413, Page 812, Deed of	D- 145

Calls	Instrument	Grantor 110 days days days days days days days days	Grantee	Property/Comments	Recording Date	County Book/Page	
						Trust Records	
08/24/1972	Release of Deed of Trust	Brazosport Savings and Loan Association	A. B. Williamson and wife, Margaret G. Williamson	Brazosport Savings and Loan Association releases the promissory note and real property described at D-142, D-140, D-139, D-138, and D-136.	08/28/1972	Volume 405, Page 352, Deed of Trust Records	D- 144
08/18/1972	Deed of Trust	A. B. Williamson and wife, Margaret G. Williamson	L. R. Giese, Trustee for The First National Bank of Angleton	Grantors secure a promissory note in the amount of \$11,500.00 on real property known as Tract No. 24 and Tract No. 25, Division 8, Brazos Coast Investment Company Subdivision. See D-126.	08/23/1972	Volume 405, Page 102, Deed of Trust Records	D- 143
09/06/1968	Extension of Deed of Trust	A. B. Williamson and wife, Margaret G. Williamson	David P. Danheim, Trustee for Brazosport Savings and Loan Association	Grantors secure an extension on a promissory note in the amount of \$15,300.00 on real property known as Tract No. 24 and Tract No. 25, Division 8, Brazos Coast Investment Company Subdivision. See D-141, D-140, D-139, D-138, and D-136.	09/06/1968	Volume 330, Page 382, Deed of Trust Records	D- 142
08/28/1968	Deed of Trust	A. B. Williamson and wife, Margaret G. Williamson	Joey R. Horn, Trustee for Brazosport Savings and Loan Association	Grantors secure a renewal and extension on a promissory note in the amount of \$15,300.00 on real property known as Tract No. 24 and Tract No. 25, Division 8, Brazos Coast Investment Company Subdivision. See D-140, D-139, D-138, and D-136.	09/06/1968	Volume 330, Page 379, Deed of Trust Records	D- 141
08/31/1967	Deed of Trust	A. B. Williamson and wife, Margaret G. Williamson	David P. Danheim, Trustee for Brazosport Savings and Loan Association	Grantors secure a renewal and extension on a promissory note in the amount of \$15,300.00 on real property known as Tract No. 24 and Tract No. 25, Division 8, Brazos Coast Investment Company Subdivision. See D-139, D-138 and D-136.	08/31/1967	Volume 311, Page 213, Deed of Trust Records	D- 140
08/31/1967	Extension	A. B. Williamson and wife, Margaret G. Williamson	David P. Danheim,	Grantors secure an extension on a	08/31/1967	Volume 311,	D-

Date	Instrument	Grantox	Grantee	Property/Comments	Recording Date	County Book/Page	
. pppppppaled utilities (* * *	Agreement	Margaret G. Williamson	Trustee for Brazosport Savings and Loan Association	promissory note in the amount of \$15,300.00 on real property known as Tract No. 24 and Tract No. 25, Division 8, Brazos Coast Investment Company Subdivision. See D-138 and D-136.		Page 211, Deed of Trust Records	139
09/01/1966	Deed of Trust	A. B. Williamson and wife, Margaret G. Williamson	David P. Danheim, Trustee for Brazosport Savings and Loan Association	Grantors secure a renewal and extension on a promissory note in the amount of \$15,300.00 on real property known as Tract No. 24 and Tract No. 25, Division 8, Brazos Coast Investment Company Subdivision. See D-136.	09/06/1966	Volume 295, Page 358, Deed of Trust Records	D- 138
09/02/1965	Deed of Trust	A. B. Williamson and wife, Margaret G. Williamson	David P. Danheim, Trustee for Brazosport Savings and Loan Association	Grantors secure a promissory note in the amount of \$15,300.00 on real property known as Tract No. 24 and Tract No. 25, Division 8, Brazos Coast Investment Company Subdivision. See D-126.	09/09/1965	Volume 277, Page 928, Deed of Trust Records	D- 136
11/13/1961	Release	Joe M. Baggett, et al.	A. B. Williamson and wife, Margaret G. Williamson	Joe M. Baggett, T. C. Baggett, et al., release the promissory note and real property described at D-127.	11/29/1961	Volume 806, Page 649, Deed Records	D- 129
04/24/1961	Right of Way	Joe M. Baggett, et al.	Brazoria County	Grantors convey a strip of land twenty feet in width extending across the NW end of Tract No. 24 and Tract No. 25, Subdivision No. 8, Brazos Coast Investment Company Subdivision. See D-126.	08/15/1961	Volume 798, Page 674, Deed Records	D- 128
06/20/1961	Deed of Trust	A. B. Williamson and wife, Margaret G. Williamson	Robert C. Koonce, Trustee for Joe M. Baggett, T. C. Baggett, et al.,	Grantors secure a promissory note in the amount of \$7,500.00 on real property known as Tract No. 24 and Tract No. 25, Division 8, Brazos Coast Investment Company Subdivision. See D-126.	07/10/1961	Volume 216, Page 20, Deed of Trust Records	D- 127
06/20/1961	Warranty Deed	Joe M. Baggett, T. C. Baggett, et al.	A. B. Williamson and wife, Margaret G. Williamson	Grantors convey all of Tract No. 24 and Tract No. 25, Subdivision No. 8, Brazos Coast Investment Company Subdivision to 10 individual Grantees. Excepting all	07/10/1961	Volume 796, Page 195, Deed Records	D- 126

Date	instument	Grantor	Grantee	Property/Comments	Recording Date	County Book/Page	
	·			to 10 individual Grantees. Excepting all minerals under that tract. See D-124 and D-160.		Records	
07/05/1961	Release	Frank K. Stevens, Holder	Joe M. Baggett, Debtor	Frank K. Stevens, releases the promissory note and real property described at D-159.	07/10/1961	Volume 796, Page 193, Deed Records	D- 125
10/11/1960	Warranty Deed	Joe M. Baggett	T. C. Baggett, et al.	Grantor conveys an undivided 10/11 interest in Tract No. 25, Subdivision No. 8, Brazos Coast Investment Company Subdivision to 10 individual Grantees. See D-159.	10/11/1960	Volume 776, Page 438, Deed Records	D- 160
06/05/1955	Deed	Frank K. Stevens	Joe M. Baggett	Grantor conveys Tract No. 25, Subdivision No. 8, Brazos Coast Investment Company Subdivision, excepting all minerals. See D-157.	06/13/1955	Volume 624, Page 259, Deed Records	D- 159
06/06/1955	Quit Claim Deed	S. W. Hudgins	Frank K. Stevens	Grantor conveys an undivided 1/6th interest in Tract No. 25, Subdivision No. 8, Brazos Coast Investment Company Subdivision. The conveyance at D-156 was in error.	06/07/1955	Volume 623, Page 578, Deed Records	D- 158
05/02/1955	Deed	J. W. Dennis	Frank K. Stevens	Grantor conveys Tract No. 25, Subdivision No. 8, Brazos Coast Investment Company Subdivision. This is the same tract of land conveyed August 31, 1909.	05/07/1955	Volume 621, Page 307, Deed Records	D- 157
05/05/1950	Deed	A. F. Hudgins	S. W. Hudgins	Grantor conveys an undivided 1/6th interest in numerous parcels including Tract No. 25, Subdivision No. 8, Brazos Coast Investment Company Subdivision.	05/1950	Volume 476, Page 232, Deed Records	D- 156

Date	Instrument	Grantor	Grantee	Property/Comments	Recording Date	County Book/Page	
08/03/1999	Financing Statement	LDL Coastal Limited, L.P., a Texas limited partnership, Debtor	Houston Commerce Bank, Secured Party	This Financing Statement includes all buildings, improvements, equipment, rents and other proceeds relating to Tract No. 21, 21A, 21B and all of Tract Nos. 22, 23, 24, 25, 55, 57, and 58, Division 8, Brazos Coast Investment Company Subdivision. See D-65.	08/06/1999	Clerk's File Number 99- 036342 of the Official Records of Brazoria County	D- 66
08/03/1999	Assignment of Rents	LDL Coastal Limited, L.P., a Texas limited partnership, whose sole general partner is LDL Management, LLC, a Texas limited liability company, Assignor	Houston Cornmerce Bank, Assignee	Assignor has entered into leases or may enter into leases and unconditionally assigns and transfers to Assignee all the rents and revenues and any other income earned from the property. See D-64	08/06/1999	Clerk's File Number 99- 036341 of the Official Records of Brazoria County	D- 65
08/03/1999	Deed of Trust and Security Agreement	LDL Coastal Limited, L.P., a Texas limited partnership, whose sole general partner is LDL Management, LLC, a Texas limited liability company	P. Michael Wells, Trustee, for Houston Commerce Bank, Beneficiary	Grantor secures a promissory note in the amount of \$325,000.00 on real property that includes Tract No. 21, 21A, 21B and all of Tract Nos. 22, 23, 24, 25, 55, 57, and 58, Division 8, Brazos Coast Investment Company Subdivision. See D-63.	08/06/1999	Clerk's File Number 99- 036340 of the Official Records of Brazoria County	D- 64
08/02/1999	Special Warranty Deed with Vendor's Lien	Janet Casciato-Northrup, Trustee of the Chapter 7 Bankruptcy Estate of Hercules Marine Services Corporation	LDL Coastal Limited, L.P.	Trustee conveys various property including Tract No. 21, 21A, 21B, and all of Tract Nos. 22, 23, 24, 25, 55, 57, and 58, Division 8, Brazos Coast Investment Company Subdivision to the Grantee for the amount of \$325,000.00. This property is subject to all outstanding mineral and royalty conveyances and all rights of way mentioned at D-5, D-10, D-11, D-13, D-16, D-18, D-22, D-23, and D-25. See D-60. Note, the last party to own this property was known as Hercules Real Estate Corporation, a Texas corporation.	08/06/1999	Clerk's File Number 99- 036339 of the Official Records of Brazoria County	D- 63

Date	Instrument	Granto	Grantee	Property/Comments	Recording — Date	County Book/Page	
09/07/1993	Termination of Financing Statement	Elders Finance, Inc., Secured Party	Hercules Offshore Corporation, Debtor	Terminates the Financing Statement at D-58.	09/07/1993	Clerk's File Number 93- 032108 of the Official Records of Brazoria County	D- 62
09/01/1993	Release of Lien	Paracor Finance Inc., formerly known as Elders Finance, Inc., Lender	Hercules Offshore Corporation, a Delaware corporation, Maker	The Lender releases all indebtedness and other obligations secured by the First Deed of Trust and Security Agreement and the Financing Statement. See D-57 and D-58.	09/07/1993	Clerk's File Number 93- 032107 of the Official Records of Brazoria County	D- 61
09/01/1993	General Wаггапtу Deed	Hercules Offshore Corporation, a Delaware corporation	Hercules Real Estate Corporation, a Texas corporation	Grantor conveys Tract No. 21, 21A, 21B, and all of Tract Nos. 22, 23, 24, 25, 55, 57, and 58, Division 8, Brazos Coast Investment Company Subdivision to the Grantee. This property is subject to all outstanding mineral and royalty conveyances and all rights of way mentioned at D-5, D-10, D-11, D-13, D-16, D-18, D-22, D-23, and D-25. See D-56.	09/07/1993	Clerk's File Number 93- 032106 of the Official Records of Brazoria County	D- 60
02/22/1989	Financing Statement	Hercules Offshore Corporation, Debtor	Elders Finance, Inc., a New York corporation, Secured Party	Schedule A includes all buildings, improvements, equipment and other properties that have been acquired by the Debtor and include Tract No. 21, 21A, 21B, and all of Tract Nos. 22, 23, 24, 25, 55, 57, and 58, Division 8, Brazos Coast Investment Company Subdivision. See D-57.	02/22/1989	Volume (89) 644, Page 496, Official Records of Brazoria County	D- 58
01/20/1989	First Deed of Trust and Security Agreement	Hercules Offshore Corporation	Paul F. Heiton, Jr., Trustee, for Elders Finance, Inc., a New York corporation, Lender	Grantor secures a promissory note in the amount of \$6,000,000.00 on real property that includes Tract No. 21, 21A, 21B, and all of Tract Nos. 22, 23, 24, 25, 55, 57, and 58, Division 8, Brazos Coast	01/20/1989	Volume (89) 634, Page 520, Official Records of Brazoria	D- 57

Date	Instrument	Grantot	Grantee	Property/Comments	Recording Date	County Book/Page	
	a from the distribution of the control of the contr			55, 57, and 58, Division 8, Brazos Coast Investment Company Subdivision. See D-56.	engagasa sufficialisadasabasa	Brazoria County	<u> </u>
01/20/1989	General Warranty Deed with Vendor's Lien	Fish Engineering & Construction, Inc., a Texas corporation	Hercules Offshore Corporation	Grantor conveys Tract No. 21, 21A, 21B, and all of Tract Nos. 22, 23, 24, 25, 55, 57, and 58, Division 8, Brazos Coast Investment Company Subdivision to the Grantee. This property is subject to all outstanding mineral and royalty conveyances and all rights of way mentioned at D-5, D-10, D-11, D-13, D-16, D-18, D-22, D-23, and D-25. See D-41.	01/20/1989	Volume (89) 634, Page 512, Official Records of Brazoria County	D- 56
01/20/1989	Release of Lien	C. B. Ames, The Fish Investment Corporation, a Texas corporation, T. D. Tabbert	Fish Engineering & Construction, Inc., a Texas corporation	The Grantees releases all indebtedness and other obligations secured by the security agreement at D-50. D. M. Simecheck did not sign release.	01/20/1989	Volume (89) 634, Page 508, Official Records of Brazoria County	D- 55
01/20/1989	Release of Liens	MCORP Management Solutions, Inc., a Texas corporation, Holder	Fish Engineering & Construction, Inc., a Texas corporation	The Holder releases all indebtedness and other obligations secured by the security agreements at D-46, D-49, D-51, and D-52.	01/20/1989	Volume (89) 634, Page 503, Official Records of Brazoria County	D- 54
01/01/1988	Assignment of Loan Documents, Liens and Security Interests	Mbank Houston, National Association, Assignor	MCORP Management Solutions, Inc., a Texas corporation, Assignee	Assignor conveys all loan documents to Assignee together with all liens, rights, titles, assignments, and interests arising from indebtedness. See D-52, D-51, D-49, D-48, and D-46.	05/18/1988	Volume (88) 547, Page 83, Official Records of Brazoria County	D- 53
09/1/1987	Third Supplementa I Deed of Trust and Security	Fish Engineering & Construction, Inc., a Texas corporation	Walter B. Hendrick, Trustee, for Mbank Houston, National Association	This Deed of Trust ratifies and confirms indebtedness as being in full force and effect for all purposes as a first and prior lien and security interest upon the mortgaged properties. See D-51, D-50,	09/28/1987	Volume (87) 468, Page 131, Official Records of Brazoria	D- 52

Date	Instrument	Grantor	Grantés	Property/Somments	Recording Date	County Book/Page	
	Agreement	<u> Taranananan da dagiladin kwa 1970 (170 B. S. S. Sa kwa wa mata mata mata </u>	i bel ki zeriberje jenj sez az s. zasta grapanja (186 1) i 1995 je s gaz s s. s. s. z.	D-49, D-48, and D-46.		County	
11/04/1985	Second Supplementa I Deed of Trust and Security Agreement	Fish Engineering & Construction, Inc., a Texas corporation	Walter B. Hendrick, Trustee, for Mbank Houston, National Association	This Deed of Trust ratifies and confirms indebtedness as being in full force and effect for all purposes as a first and prior lien and security interest upon the mortgaged properties. See D-50, D-49, D-48, and D-46.	11/18/1985	Volume (85) 210, Page 418, Official Records of Brazoria County	D- 51
10/10/1985	Deed of Trust	Fish Engineering & Construction, Inc., a Texas corporation	David A. Werner, Trustee, for the benefit of C. B. Ames, The Fish Investment Corporation, T. D. Tabbert and D.M. Simecheck	Grantor secures an Indemnity and Payment Agreement with real property that includes Tract No. 21, 21A, 21B, and all of Tract Nos. 22, 23, 24, 25, 55, 56, 57, and 58, Division 8, Brazos Coast Investment Company Subdivision. See D-49.	10/11/1985	Volume (85) 195, Page 835, Official Records of Brazoria County	D- 50
10/10/1985	Subordinatio n and Consent Agreement	C. B. Ames, The Fish Investment Corporation, a Texas corporation, T. D. Tabbert and Don M. Simecheck, Junior Lien Holders, and Fish Engineering & Construction, Inc., a Texas corporation	Mbank Houston, National Association	Junior Lien Deed of Trust (D-50) is subordinate to Mbank's Deed of Trust (D-48).	10/11/1985	Volume (85) 195, Page 829, Official Records of Brazoria County	D- 49
10/1/1985	Supplementa I Deed of Trust and Security Agreement	Fish Engineering & Construction, Inc., a Texas corporation	Walter 8. Hendrick, Trustee, for Mbank Houston, National Association	Grantor secures a new promissory note in the amount of \$7,300,000.00 on real property that includes Tract No. 21, 21A, 21B, and all of Tract Nos. 22, 23, 24, 25, 55, 56, 57, and 58, Division 8, Brazos Coast Investment Company Subdivision. See D-46.	10/11/1985	Volume (85) 195, Page 824, Official Records of Brazoria County	D- 48
02/20/1985	Deed of Trust and Security Agreement	Fish Engineering & Construction, Inc., a Texas corporation	Watter B. Hendrick, Trustee, for Mbank Houston, National Association	Grantor secures a promissory note in the amount of \$6,200,000.00 on real property that includes Tract No. 21, 21A, 21B, and all of Tract Nos. 22, 23, 24, 25, 55, 56, 57, and 58, Division 8, Brazos Coast Investment Company Subdivision.	02/21/1985	Volume (85) 104, Page 428, Official Records of Brazoria County	D- 46

Date	Instrument	Granto	Siance	Property/Comments	Recording Date	County Book/Page	
04/11/1980	General Warranty Deed	Chromalloy American Corporation, a Delaware corporation	Fish Engineering & Construction, Inc., a Texas corporation	See D-41and D-155. Grantor conveys Tract No. 24 and 24A, Tract No. 25, and Tract No. 55, Division 8, Brazos Coast Investment Company Subdivision to the Grantee. This property is subject to all outstanding easements, mineral, and royalty conveyances. See D-162, D-153, and D-35.	04/17/1980	Volume 1507, Page 625, Deed Records	D- 155
04/11/1980	Option Termination and Release	Chromalloy American Corporation, a Delaware corporation, Gulfco, Inc., a Texas corporation, and B. L. Tanner	Fish Engineering & Construction, Inc., a Texas corporation	On November 12, 1979, Gulfco, Inc., sold and conveyed to Fish Engineering & Construction, Inc., a Texas corporation, substantially all of the assets of Gulfco, Inc., including an option to purchase Tract Nos. 23, 24, 25, and 55, Division 8, Brazos Coast Investment Company Subdivision. This document releases all parties involved from all obligations under the option. See D-155.	04/17/1980	Volume 1507, Page 613, Deed Records	D- 107
02/29/1980	Lease Termination and Release	A. B. Williamson, Lessor	Chromalloy American Corporation, Gulfco Division, a Delaware corporation, Lessee	Lessor and Lessee terminate lease. See D-161.	03/05/1980	Volume 1500, Page 580, Deed Records	D- 163
02/29/1980	General Warranty Deed	A. B. Williamson and wife, Margaret G. Williamson	Chromalloy American Corporation, a Delaware corporation	Grantors convey all of Tract No. 25 and Tract No. 55, Subdivision No. 8, Brazos Coast Investment Company Subdivision. Excepting all minerals. See D-126.	03/05/1980	Volume 1500, Page 575, Deed Records	D- 162
11/04/1975	Lease	A. B. Williamson, Lessor	Chromalloy American Corporation, Gulfco Division, a Delaware corporation, Lessee	Lessors leases Tract No. 25 and Tract No. 55 for a period of ten years to Lessee for a sum of \$72,000.00. See D- 126.	11/06/1975	Volume 1267, Page 677, Deed Records	D- 161
08/27/1971	Release of Lien	The First National Bank of Angleton, Texas	A. B. Williamson	The First National Bank of Angleton, releases all indebtedness and other obligations secured by Deed of Trust	09/03/1971	Volume 382, Page 902, Deed of	D- 182

Date	Instrument	Grantor de la companya de la company	Grantee	Property/Comments	Recording Date	County Book/Page	
Kuir 45,		1,12,12,13,13,13,13,13,13,13,13,13,13,13,13,13,		and Extension of Deed of Trust D-181 and D-180. See D-172.		Trust Records	
05/12/1970	Extension of Deed of Trust	A. B. Williamson	The First National Bank of Angleton, Texas	Grantor secures an extension of the promissory note in the amount of \$63,500.00 on real property known as Tract No. 55, Division 8, Brazos Coast Investment Company Subdivision. See D-180.	05/14/1970	Volume 358, Page 856, Deed of Trust Records	D- 181
05/12/1970	Deed of Trust	A. B. Williamson	L. R. Giese, Trustee for The First National Bank of Angleton, Texas	Grantor secures a promissory note in the amount of \$63,500.00 on real property known as Tract No. 55, Division 8, Brazos Coast Investment Company Subdivision. See D-179.	05/14/1970	Volume 358, Page 852, Deed of Trust Records	D- 180
12/17/1969	Extension of Deed of Trust	A. B. Williamson	The First National Bank of Angleton, Texas	Grantor secures an extension of the promissory note in the amount of \$63,500.00 on real property known as Tract No. 55, Division 8, Brazos Coast Investment Company Subdivision. See D-178.	12/22/1969	Volume 353, Page 86, Deed of Trust Records	D- 179
12/17/1969	Deed of Trust	A. B. Williamson	L. R. Giese, Trustee for The First National Bank of Angleton, Texas	Grantor secures a promissory note in the amount of \$63,500.00 on real property known as Tract No. 55, Division 8, Brazos Coast Investment Company Subdivision. See D-177.	12/22/1969	Volume 353, Page 82, Deed of Trust Records	D- 178
12/17/1968	Deed of Trust	A. B. Williamson	L. R. Giese, Trustee for The First National Bank of Angleton, Texas	Grantor secures a promissory note in the amount of \$63,500.00 on real property known as Tract No. 55, Division 8, Brazos Coast Investment Company Subdivision. See D-176.	12/19/1968	Volume 335, Page 688, Deed of Trust Records	D- 1 7 7
12/17/1968	Renewal and Extension Agreement	A. B. Williamson	The First National Bank of Angleton, Texas	Grantor secures an extension on a promissory note in the amount of \$63,500.00 on real property known as Tract No. 55, Division 8, Brazos Coast Investment Company Subdivision. See D-175, D-174, and D-173.	12/19/1968	Volume 335, Page 686, Deed of Trust Records	D- 176

Date	Instrument	Grantor	Srantee	Property/Compens	Recording Date	County Book/Page	
09/19/1967	Renewal and Extension Agreement	A. B. Williamson	The First National Bank of Angleton, Texas	Grantor secures an extension on a promissory note in the amount of \$53,500.00 on real property known as Tract No. 55, Division 8, Brazos Coast Investment Company Subdivision. See D-174 and D-173.	09/25/1967	Volume 312, Page 556, Deed of Trust Records	D- 175
09/19/1967	Deed of Trust	A. B. Williamson	L. R. Giese, Trustee for The First National Bank of Angleton, Texas	Grantor secures a promissory note in the amount of \$53,500.00 on real property known as Tract No. 55, Division 8, Brazos Coast Investment Company Subdivision. See D-173.	09/21/1967	Volume 312, Page 335, Deed of Trust Records	D- 174
11/1966	Deed of Trust	A. B. Williamson	L. R. Giese, Trustee for The First National Bank of Angleton, Texas	Grantor secures a promissory note in the amount of \$35,000.00 on real property known as Tract No. 55, Division 8, Brazos Coast Investment Company Subdivision. See D-172.	11/10/1966	Volume 298, Page 136, Deed of Trust Records	D- 173
05/1963	Deed	James McSherry and Pritchett Harvey	A. B. Williamson	Grantor conveys Tract No. 55, Division 8, Brazos Coast Investment Company Subdivision. Conveyance excepts 1/8 mineral royalty. Deed of Trust at D-171 has never been released. See D-165.	01/09/1964	Volume 868, Page 959, Deed Records	D- 172
04/1963	Damage Suit	James McSherry, et al., Plaintiffs	Mrs. Pollye Beacroft and husband, Defendants	Cause Number 43,599, District Court Records. No document in record.	04/1963	N/A	N/A
05/12/1960	Deed of Trust	James Francis McSherry	R. G. Allen, Trustee, for Pritchett Harvey	Grantor secures a renewal and extension of a promissory note in the amount of \$393.35 on real property known as Tract No. 55, Division 8, Brazos Coast Investment Company Subdivision. See D-169 and D-165.	08/22/1960	Volume 206, Page 408, Deed of Trust Records	D- 171
04/17/1958	Quit Claim Deed	Mrs. R. E. L. Stringfellow	Mrs. Pollye Beacroft	Grantor conveys all of Tract No. 55 and Tract No. 57, Subdivision No. 8, Brazos Coast Investment Company Subdivision. Note, this is a wild deed, the Grantor never owned Tract	04/18/1958	Volume 712, Page 277, Deed Records	D- 170

Date	Instrument	Granto	Grantee	Property/Comments	Recording Date	County Book/Page	
	i marining i jaga keratag		anentalidati en estata en acar	No. 55.	Prilia n. J. 484.e.a		1. 1
11/15/1957	Deed of Trust	Francis McSherry	Walter Yerby, Trustee	Grantor secure a promissory note in the amount of \$265.00 on real property known as Tract No. 55, Division 8, Brazos Coast Investment Company Subdivision. See D-165.	11/19/1957	Volume 178, Page 156, Deed of Trust Records	D- 169
10/25/1930	Will	Patrick McSherry	Ellen Agnes McSherry	Patrick McSherry's recorded will listing all property including Tract No. 55, Division 8, Brazos Coast Investment Company Subdivision. See D-164.	07/1956	Volume 683, Page 179, Deed Records	D- 168
09/07/1956	Affidavit	Andrew G. Bermetz	Public Record	Andrew G. Bermetz signs an affidavit verifying that Francis is the only child of Patrick McSherry and Ella McSherry. See D-166.	11/20/1956	Volume 672, Page 114, Deed Records	D- 167
08/31/1956	Affidavit	Francis McSherry	Public Record	Francis McSherry of Des Moines, Iowa, signs an affidavit verifying that his mother and father, Patrick McSherry and Ellen Agnes McSherry both deceased, owned Tract No. 55 and that he inherited it. See D-165.	11/20/1956	Volume 672, Page 113, Deed Records	D- 166
06/26/1956	Power of Attorney and Deed	Francis McSherry, Heir; Patrick McSherry and Ella McSherry, deceased	Pritchett Harvey, Attorney	Grantor conveys an equal undivided ½ interest in all land owned by the estates of Patrick McSherry and Ella McSherry deceased. This includes Tract No. 55, Division 8, Brazos Coast Investment Company Subdivision. See D-164.	06/1956	Volume 660, Page 19, Deed Records	D- 165
01/23/1956	Tax Suit	State of Texas, Plaintiff	Patrick McSherry, et al., Defendants	Defendants are ordered by the District Court of Brazorla County, Texas to pay delinquent taxes plus interest for the tax years 1929 - 1954, on Tract No. 55, Division 8, Brazos Coast Investment Company Subdivision.	06/1956	Tax Volume P, Page 54, Tax Records	D- 164

Date	Instrument	Grantor	Grantee	Property/Comments	Recording Date	County Book/	
12/01/1997	General Warranty Deed	Fish Engineering & Construction, Inc.	Jack Palmer and Ron W. Hudson	Grantor conveys Tract No. 56, Division 8, Brazos Coast Investment Company Subdivision. See D-41.	05/12/1999	Clerk's File Number 99- 021624, Official Records of Brazoria County	D- 186
01/20/1989	Release of Lien	C. B. Ames, The Fish Investment Corporation, a Texas corporation, T. D. Tabbert	Fish Engineering & Construction, Inc., a Texas corporation	The Grantees releases all indebtedness and other obligations secured by the security agreement at D-50. D. M. Sirnecheck did not sign release.	01/20/1989	Volume (89) 634, Page 508, Official Records of Brazoria County	D- 55
01/20/1989	Release of Liens	MCORP Management Solutions, Inc., a Texas corporation, Holder	Fish Engineering & Construction, Inc., a Texas corporation	The Holder releases all indebtedness and other obligations secured by the security agreements at D-46, D-49, D-51, and D-52.	01/20/1989	Volume (89) 634, Page 503, Official Records of Brazoria County	D- 54
01/01/1988	Assignment of Loan Documents, Liens and Security Interests	Mbank Houston, National Association, Assignor	MCORP Management Solutions, Inc., a Texas corporation, Assignee	Assignor conveys all loan documents to Assignee together with all liens, rights, titles, assignments, and interests arising from indebtedness. See D-52, D-51, D-49, D-48, and D-46.	05/18/1988	Volume (88) 547, Page 83, Official Records of Brazoria County	D- 53
09/1/1987	Third Supplemental Deed of Trust and Security Agreement	Fish Engineering & Construction, Inc., a Texas corporation	Walter B. Hendrick, Trustee, for Mbank Houston, National Association	This Deed of Trust ratifies and confirms indebtedness as being in full force and effect for all purposes as a first and prior lien and security interest upon the mortgaged properties. See D-51, D-50, D-49, D-48, and D-46.	09/28/1987	Volume (87) 468, Page 131, Official Records of Brazoria County	D- 52
11/04/1985	Second Supplemental	Fish Engineering & Construction, Inc., a Texas corporation	Walter B. Hendrick, Trustee, for Mbank Houston, National	This Deed of Trust ratifies and confirms indebtedness as being in full force and	11/18/1985	Volume (85) 210, Page	D- 51

Date	Instrument	Grantor	Grantes	Property/Comments	Recording Date	County Book/	
	Deed of Trust and Security Agreement	Texas corporation	Houston, National Association	effect for all purposes as a first and prior lien and security interest upon the mortgaged properties. See D-50, D-49, D-48, and D-46.		418, Official Records of Brazoria County	
10/10/1985	Deed of Trust	Fish Engineering & Construction, Inc., a Texas corporation	David A. Werner, Trustee, for the benefit of C. B. Ames, The Fish Investment Corporation, T. D. Tabbert and D.M. Simecheck	Grantor secures an Indemnity and Payment Agreement with real property that includes Tract No. 21, 21A, 21B, and all of Tract Nos. 22, 23, 24, 25, 55, 56, 57, and 58, Division 8, Brazos Coast Investment Company Subdivision. See D-49.	10/11/1985	Volume (85) 195, Page 835, Official Records of Brazoria County	D- 50
10/10/1985	Subordination and Consent Agreement	C. B. Arnes, The Fish Investment Corporation, a Texas corporation, T. D. Tabbert and Don M. Simecheck, Junior Lien Holders, and Fish Engineering & Construction, Inc., a Texas corporation	Mbank Houston, National Association	Junior Lien Deed of Trust (D-50) is subordinate to Mbank's Deed of Trust (D-48).	10/11/1985	Volume (85) 195, Page 829, Official Records of Brazoria County	D- 49
10/1/1985	Supplemental Deed of Trust and Security Agreement	Fish Engineering & Construction, Inc., a Texas corporation	Walter B. Hendrick, Trustee, for Mbank Houston, National Association	Grantor secures a new promissory note in the amount of \$7,300,000.00 on real property that includes Tract No. 21, 21A, 21B, and all of Tract Nos. 22, 23, 24, 25, 55, 56, 57, and 58, Division 8, Brazos Coast Investment Company Subdivision. See D-46.	10/11/1985	Volume (85) 195, Page 824, Official Records of Brazoria County	D- 48
02/20/1985	Deed of Trust and Security Agreement	Fish Engineering & Construction, Inc., a Texas corporation	Walter B. Hendrick, Trustee, for Mbank Houston, National Association	Grantor secures a promissory note in the amount of \$6,200,000.00 on real property that includes Tract No. 21, 21A, 21B, and all of Tract Nos. 22, 23, 24, 25, 55, 56, 57, and 58, Division 8, Brazos Coast Investment Company Subdivision. See D-41and D-155.	02/21/1985	Volume (85) 104, Page 428, Official Records of Brazoria County	D- 46
11/16/1982	Release	Gulfco, Inc., a Texas corporation, Holder,	Fish Engineering & Construction, Inc., a	Gulfco, inc., releases the promissory note and real property described at	12/03/1982	Volume 1681, Page 787, Deed	D- 45

Date	Instrument	Grantor	Grantee	Property/Comments	Recording Date	County Book/	
e - , a t deservarionisti		Payee	Texas corporation	D-42.		787, Deed Records	
11/12/1979	Deed of Trust	Fish Engineering & Construction, Inc., a Texas corporation	Raymond J. Fields, Trustee, and Gulfco, Inc., Holder	Grantor secures a promissory note in the amount of \$1,105,760.00 on real property that includes Tract Nos. 21, 21A, 21B, and all of Tract Nos. 22, 23, 24, 25, 55, and 56, Division 8, Brazos Coast Investment Company Subdivision. See D-40.	11/16/1979	Volume 657, Page 473, Deed of Trust Records	D- 42
11/12/1979	General Warranty Deed	Gulfco, Inc., a Texas corporation	Fish Engineering & Construction, Inc.	Grantor conveys Tract No. 21, 21A, 21B, all of Tract Nos. 22, and 56, and by a letter dated March 30, 1979, Tract Nos. 23, 24, 25, and 55, Division 8, Brazos Coast Investment Company Subdivision to the Grantee. This property is subject to all outstanding mineral and royalty conveyances and all rights of way mentioned at D-10, D-11, D-12, D-13, D-22, and D-23 and the Deed of Trust at D-40. See D-37.	11/16/1979	Volume 1485, Page 359, Deed Records	D- 41
04/11/1979	Partial Release of Lien	The First Freeport National Bank	Chromalloy American Corporation, a Delaware corporation	The First Freeport National Bank partially releases the Deed of Trust at D-36.	04/19/1979	Volume 632, Page 562, Deed Records	D- 185
03/30/1979	Assumption Deed	Chromalloy American Corporation, a Delaware corporation	Gulfco, Inc., a Texas corporation	Grantor conveys real property that includes portions of Tract No. 21, all of Tract No. 22, and Tract No. 56, Division 8, Brazos Coast Investment Company Subdivision to the Grantee. This property is subject to all outstanding mineral and royalty conveyances and all rights of way mentioned at D-10, D-11, D-12, D-13, D-22, and D-23. See D-35.	04/10/1979	Volume 1451, Page 288, Deed Records	D- 37
03/16/1976	Deed of Trust	Chromalloy American Corporation, a Delaware corporation	Ralph E. David, Trustee, for The First Freeport National Bank	Grantor secures a promissory note in the amount of \$189,049.01 on real property that includes portions of Tract No. 21, all of Tract No. 22, and Tract No.	04/02/1976	Volume 501, Page 360, Deed of Trust	D- 36

Date	Instrument	Grantor	Grantee	Property/Comments	Recording Date	County Book/	
and the first of t	11.170	The second secon	and the control of th	No. 21, all of Tract No. 22, and Tract No. 56, Division 8, Brazos Coast Investment Company Subdivision. See D-34.	500 500 4-5000-500 500 - 0.3 3 1 - 0.3	Trust Records	
10/24/1975	General Warranty Deed	Gulfco, Inc., a Texas corporation formerly known as Gulfco Marine Maintenance, Inc., a corporation	Chromalloy American Corporation, a Delaware corporation	Grantor conveys portions of Tract No. 21, all of Tract No. 22, Tract No. 24A, and Tract No. 56, Division 8, Brazos Coast Investment Company Subdivision to the Grantee. This property is subject to all outstanding mineral and royalty conveyances and all rights of way mentioned at D-10, D-11, D-12, D-13, D-22, and D-23. See D-30 and D-28.	10/29/1975	Volume 1266, Page 290, Deed Records	D- 35
04/23/1971	Release of Lien	The First Freeport National Bank, Holder	D. V. Collins, Trustee	D. V. Collins, Trustee, for The First Freeport National Bank, releases the promissory note and real property described at D-184, D-82, and D-81.	04/27/1971	Volume 375, Page 161, Deed of Trust Records of Brazoria County	D- 85
04/23/1971	Deed of Trust	Gulfco Marine Maintenance, Inc., a corporation	D. V. Collins, Trustee, for The First Freeport National Bank	Grantor renews and extends a promissory note in the amount of \$162,000.00 on real property that includes Tract Nos. 21, 22, and 56, Division 8, Brazos Coast Investment Company Subdivision. Note, the Deed of Trust at D-32 does not reference Tract Nos. 22 and 56.	04/27/1971	Volume 375, Page 146, Deed of Trust Records	D- 34
05/14/1970	Deed of Trust	Gulfco Marine Maintenance, Inc.	D. V. Collins, Trustee, for The First Freeport National Bank	Grantor secures a promissory note in the amount of \$50,000.00 on real property that includes Tract No. 22 and Tract No. 56, Division 8, Brazos Coast Investment Company Subdivision. See D-81 and D-184.	05/21/1970	Volume 359, Page 128, Deed of Trust Records	D- 82
05/14/1970	Deed	B. G. Sandlin	Gulfco Marine Maintenance, Inc.	Grantor conveys all of the real property known as Tract No. 56, Division 8, Brazos Coast investment Company	05/21/1970	Volume 1060, Page 537, Deed	D- 184

Date	Instrument	Grantor	Grantee	Property/Comments	Recording Date	County Book/	
				Brazos Coast Investment Company Subdivision. See D-183.		537, Deed Records	
07/30/1965	Sheriff's Deed	Robert R. Gladney, Sheriff	B. G. Sandlin	B. G. Sandlin is the highest bidder in the amount of \$1,005.00 for real property known as Tract No. 56, Division 8, Brazos Coast Investment Company Subdivision. This property was part of the Tax Suit above.	08/04/1965	Volume 917, Page 79, Deed Records	D- 183
10/07/1964	Tax Suit	Brazosport Independent School District, Plaintiff	W. J. D. Way, et al., Defendants	District Court Cause Number 45,105. Judgement filed 04/26/1965 under DCM 12-561. No document in record.	10/07/1964	N/A	N/A

Date	Instrument	Grantor	Sramee	Property/Comments	Recording Date	County Book/Page	
08/03/1999	Financing Statement	LDL Coastal Limited, L.P., a Texas limited partnership, Debtor	Houston Commerce Bank, Secured Party	This Financing Statement includes all buildings, improvements, equipment, rents and other proceeds relating to Tract No. 21, 21A, 21B and all of Tract Nos. 22, 23, 24, 25, 55, 57, and 58, Division 8, Brazos Coast Investment Company Subdivision. See D-65.	08/06/1999	Clerk's File Number 99- 036342 of the Official Records of Brazoria County	D- 66
08/03/1999	Assignment of Rents	LDL Coastal Limited, L.P., a Texas limited partnership, whose sole general partner is LDL Management, LLC, a Texas limited liability company, Assignor	Houston Commerce Bank, Assignee	Assignor has entered into leases or may enter into leases and unconditionally assigns and transfers to Assignee all the rents and revenues and any other income earned from the property. See D-64	08/06/1999	Clerk's File Number 99- 036341 of the Official Records of Brazoria County	D- 65
08/03/1999	Deed of Trust and Security Agreement	LDL Coastal Limited, L.P., a Texas limited partnership, whose sole general partner is LDL Management, LLC, a Texas limited liability company	P. Michael Wells, Trustee, for Houston Commerce Bank, Beneficiary	Grantor secures a promissory note in the amount of \$325,000.00 on real property that includes Tract No. 21, 21A, 21B and all of Tract Nos. 22, 23, 24, 25, 55, 57, and 58, Division 8, Brazos Coast Investment Company Subdivision. See D-63.	08/06/1999	Clerk's File Number 99- 036340 of the Official Records of Brazoria County	D- 64
08/02/1999	Special Warranty Deed with Vendor's Lien	Janet Casciato-Northrup, Trustee of the Chapter 7 Bankruptcy Estate of Hercules Marine Services Corporation	LDL Coastal Limited, L.P.	Trustee conveys various property including Tract No. 21, 21A, 21B, and all of Tract Nos. 22, 23, 24, 25, 55, 57, and 58, Division 8, Brazos Coast Investment Company Subdivision to the Grantee for the amount of \$325,000.00. This property is subject to all outstanding mineral and royalty conveyances and all rights of way mentioned at D-5, D-10, D-11, D-13, D-16, D-18, D-22, D-23, and D-25. See D-60. Note, the last party to own this property was known as Hercules Real Estate Corporation, a Texas corporation.	08/06/1999	Clerk's File Number 99- 036339 of the Official Records of Brazoria County	D- 63

Date	Instrument	Grantor	Grantee	Property/Comments	Recording Date	County Book/Page	
09/07/1993	Termination of Financing Statement	Elders Finance, Inc., Secured Party	Hercules Offshore Corporation, Debtor	Terminates the Financing Statement at D-58.	09/07/1993	Clerk's File Number 93- 032108 of the Official Records of Brazoria County	D- 62
09/01/1993	Release of Lien	Paracor Finance Inc., formerly known as Elders Finance, Inc., Lender	Hercules Offshore Corporation, a Delaware corporation, Maker	The Lender releases all indebtedness and other obligations secured by the First Deed of Trust and Security Agreement and the Financing Statement. See D-57 and D-58.	09/07/1993	Clerk's File Number 93- 032107 of the Official Records of Brazoria County	D- 61
09/01/1993	General Warranty Deed	Hercules Offshore Corporation, a Delaware corporation	Hercules Real Estate Corporation, a Texas corporation	Grantor conveys Tract No. 21, 21A, 21B, and all of Tract Nos. 22, 23, 24, 25, 55, 57, and 58, Division 8, Brazos Coast Investment Company Subdivision to the Grantee. This property is subject to all outstanding mineral and royalty conveyances and all rights of way mentioned at D-5, D-10, D-11, D-13, D-16, D-18, D-22, D-23, and D-25. See D-56.	09/07/1993	Clerk's File Number 93- 032106 of the Official Records of Brazoria County	D- 60
02/22/1989	Financing Statement	Hercules Offshore Corporation, Debtor	Elders Finance, Inc., a New York corporation, Secured Party	Schedule A includes all buildings, improvements, equipment and other properties that have been acquired by the Debtor and include Tract No. 21, 21A, 21B, and all of Tract Nos. 22, 23, 24, 25, 55, 57, and 58, Division 8, Brazos Coast Investment Company Subdivision. See D-57.	02/22/1989	Volume (89) 644, Page 496, Official Records of Brazoria County	D- 58
01/20/1989	First Deed of Trust and Security Agreement	Hercules Offshore Corporation	Paul F. Helton, Jr., Trustee, for Elders Finance, Inc., a New York corporation, Lender	Grantor secures a promissory note in the amount of \$6,000,000.00 on real property that includes Tract No. 21, 21A, 21B, and all of Tract Nos. 22, 23, 24, 25, 55, 57, and 58, Division 8, Brazos Coast	01/20/1989	Volume (89) 634, Page 520, Official Records of Brazona	D- 57

Date	Instrument.	Grantor	Grantee	Property/Connents	Recording Date	County Book/Page	
				55, 57, and 58, Division 8, Brazos Coast Investment Company Subdivision. See D-56.		Brazoria County	
01/20/1989	General Warranty Deed with Vendor's Lien	Fish Engineering & Construction, Inc., a Texas corporation	Hercules Offshore Corporation	Grantor conveys Tract No. 21, 21A, 21B, and all of Tract Nos. 22, 23, 24, 25, 55, 57, and 58, Division 8, Brazos Coast Investment Company Subdivision to the Grantee. This property is subject to all outstanding mineral and royalty conveyances and all rights of way mentioned at D-5, D-10, D-11, D-13, D-16, D-18, D-22, D-23, and D-25. See D-41.	01/20/1989	Volume (89) 634, Page 512, Official Records of Brazoria County	D- 56
01/20/1989	Release of Lien	C. B. Ames, The Fish Investment Corporation, a Texas corporation, T. D. Tabbert	Fish Engineering & Construction, Inc., a Texas corporation	The Grantees releases all indebtedness and other obligations secured by the security agreement at D-50. D. M. Simecheck did not sign release.	01/20/1989	Volume (89) 634, Page 508, Official Records of Brazoria County	D- 55
01/20/1989	Release of Liens	MCORP Management Solutions, Inc., a Texas corporation, Holder	Fish Engineering & Construction, Inc., a Texas corporation	The Holder releases all indebtedness and other obligations secured by the security agreements at D-46, D-49, D-51, and D-52.	01/20/1989	Volume (89) 634, Page 503, Official Records of Brazoria County	D- 54
01/01/1988	Assignment of Loan Documents, Liens and Security Interests	Mbank Houston, National Association, Assignor	MCORP Management Solutions, Inc., a Texas corporation, Assignee	Assignor conveys all loan documents to Assignee together with all liens, rights, titles, assignments, and interests arising from indebtedness. See D-52, D-51, D-49, D-48, and D-46.	05/18/1988	Volume (88) 547, Page 83, Official Records of Brazoria County	D- 53
09/1/1987	Third Supplemental Deed of Trust and Security Agreement	Fish Engineering & Construction, Inc., a Texas corporation	Walter B. Hendrick, Trustee, for Mbank Houston, National Association	This Deed of Trust ratifies and confirms indebtedness as being in full force and effect for all purposes as a first and prior lien and security interest upon the mortgaged properties. See D-51, D-50, D-49, D-48, and D-48.	09/28/1987	Volume (87) 468, Page 131, Official Records of Brazoria County	D- 52

Date	Instrument	Grantor	Grantee	Property/Comments	Recording Date	County Book/Page	
				D-49, D-48, and D-46.		County	
11/04/1985	Second Supplemental Deed of Trust and Security Agreement	Fish Engineering & Construction, Inc., a Texas corporation	Walter B. Hendrick, Trustee, for Mbank Houston, National Association	This Deed of Trust ratifies and confirms indebtedness as being in full force and effect for all purposes as a first and prior lien and security interest upon the mortgaged properties. See D-50, D-49, D-48, and D-46.	11/18/1985	Volume (85) 210, Page 418, Official Records of Brazoria County	D- 51
10/10/1985	Deed of Trust	Fish Engineering & Construction, Inc., a Texas corporation	David A. Werner, Trustee, for the benefit of C. B. Arnes, The Fish Investment Corporation, T. D. Tabbert and D.M. Simecheck	Grantor secures an Indemnity and Payment Agreement with real property that includes Tract No. 21, 21A, 21B, and all of Tract Nos. 22, 23, 24, 25, 55, 56, 57, and 58, Division 8, Brazos Coast Investment Company Subdivision. See D-49.	10/11/1985	Volume (85) 195, Page 835, Official Records of Brazoria County	D- 50
10/10/1985	Subordination and Consent Agreement	C. B. Ames, The Fish Investment Corporation, a Texas corporation, T. D. Tabbert and Don M. Simecheck, Junior Lien Holders, and Fish Engineering & Construction, Inc., a Texas corporation	Mbank Houston, National Association	Junior Lien Deed of Trust (D-50) is subordinate to Mbank's Deed of Trust (D-48).	10/11/1985	Volume (85) 195, Page 829, Official Records of Brazoria County	D- 49
10/1/1985	Supplemental Deed of Trust and Security Agreement	Fish Engineering & Construction, Inc., a Texas corporation	Walter B. Hendrick, Trustee, for Mbank Houston, National Association	Grantor secures a new promissory note in the amount of \$7,300,000.00 on real property that includes Tract No. 21, 21A, 21B, and all of Tract Nos. 22, 23, 24, 25, 55, 56, 57, and 58, Division 8, Brazos Coast Investment Company Subdivision. See D-46.	10/11/1985	Volume (85) 195, Page 824, Official Records of Brazoria County	D- 48
02/20/1985	Deed of Trust and Security Agreement	Fish Engineering & Construction, Inc., a Texas corporation	Walter B. Hendrick, Trustee, for Mbank Houston, National Association	Grantor secures a promissory note in the amount of \$6,200,000.00 on real property that includes Tract No. 21, 21A, 21B, and all of Tract Nos. 22, 23, 24, 25, 55, 56, 57, and 58, Division 8, Brazos Coast Investment Company Subdivision.	02/21/1985	Volume (85) 104, Page 428, Official Records of Brazoria County	D- 46

Date	Instrument	Grantor	Grande	Property/Comments	Recording Date	County Book/Page	
				See D-41and D-155.			
05/05/1980	Warranty Deed	John T. Suggs and J. L. Wilson	Fish Engineering & Construction, Inc.	Grantor conveys all of Tract No. 57, Subdivision No. 8, Brazos Coast Investment Company Subdivision, excepting minerals. See D-198.	06/05/1980	Volume 1515, Page 194, Deed Records	D- 199
12/16/1971	Limited Warranty Deed	Shell Oil Company, a Delaware corporation	John T. Suggs and J. L. Wilson	Grantor conveys all of Tract No. 57, Subdivision No. 8, Brazos Coast Investment Company Subdivision, excepting minerals. See D-197.	02/08/1972	Volume 1111, Page 331, Deed Records	D- 198
06/23/1965	Deed	Mrs. Pollye Beacroft	Shell Oil Company, a Delaware corporation	Grantor conveys all of Tract No. 57, Subdivision No. 8, Brazos Coast Investment Company Subdivision, excepting minerals. See D-170.	07/08/1965	Volume 914, Page 639, Deed Records	D- 197
02/05/1957	Affidavit	Nannie M. Stringfellow, the widow of R. E. L. Stringfellow, deceased	Public Record	Nannie M. Stringfellow statement indicates that she and her deceased husband, R. E. L. Stringfellow owned land that comprised 3200 acres known as the Stringfellow pasture. Note, Tract No. 57 in Subdivision 8, is not listed in this land inventory.	10/27/1964	Volume 894, Page 261, Deed Records	D- 90
04/17/1958	Quit Claim Deed	Mrs. R. E. L. Stringfellow	Mrs. Pollye Beacroft	Grantor conveys all of Tract No. 57 and Tract No. 55, Subdivision No. 8, Brazos Coast Investment Company Subdivision. See D-191.	04/18/1958	Volume 712, Page 277, Deed Records	D- 170
05/23/1956	Probate	George E. Harris, deceased		Probate records.	05/23/1956	County Court Number 5159	D- 196
02/26/1951	Probate	Mrs. Lottie Harris, deceased		Probate Records.	2/26/1951	County Court Number 4339	D- 195
11/17/1950	Affidavit	S, B. Hoefle		S. B. Hoefle states, "no properties are now being held by me for the J. F. Harris	11/27/1950	Volume 491, Page 529,	D- 194

Date	instrument	Granor	Grantee	Property/Comments	Recording Date	County Book/Page	
				now being held by me for the J. F. Harris Estate or Lottie Harris, the surviving spouse".		Page 529, Deed Records	194
09/10/1947	Probate	J. F. Harris, deceased		Probate Records.	09/10/1947	County Court Number 3823	D- 193
07/14/1947	Quit Claim Deed	J. R. Gayle, Jr.	Nannie M. Stringfellow	Grantor quit claims all right, title and interest in five acres of land known as Tract No. 57, Subdivision No. 8, Brazos Coast Investment Company Subdivision. No source of title appears in the record.	07/16/1947	Volume 418, Page 442, Deed Records	D- 192
02/24/1942	Deed	J. S. Montgomery and J. F. Harris	Nannie M. Stringfellow	Grantors convey all right, title and interest in five acres of land known as Tract No. 57, Subdivision No. 8, Brazos Coast Investment Company Subdivision, excepting minerals. See D-187.	03/17/1942	Volume 359, Page 29, Deed Records	D- 191
01/11/1939	Right-of-Way	Brazoria County	United States of America	Grantor conveys all right, title and easement together with all spoil disposal areas which it has acquired. This includes numerous property including Lot 111, Tract No. 57, Subdivision No. 8, Brazos Coast Investment Company Subdivision. See D-188.	05/18/1939	Volume 319, Page 61, Deed Records	D- 190
04/24/1937	In the Matter of Proceeding by the County of Brazoria	F. M. Harvin, Ben D. Cannan, W. G. Stewart, Commissioners	Heirs of Mrs. H. G. "Titus"	Commission assesses the damages for the taking of numerous parcels, including land known as Lot 111, Tract No. 57, Subdivision No. 8, Brazos Coast Investment Company Subdivision. See D-188.	06/04/1937	Volume G, Page 168, County Court Records	D- 189
06/1937	In the Matter of Proceeding by the County of Brazoria	Brazoria County, Plaintiff	A. P. George, et al., Defendants	Brazoria County wishes to condemn certain land adjacent to the Intracoastal Canal for the purpose of navigation, which renders needful the construction and maintenance of a canal and the acquisition of the right-of-way.	06/04/1937	Volume G, Page 157, County Court Records	D- 188

Date	Instrument	Grantor	Grantee.	Property/Comments	Recording Date	County Book/Page	
		h i de la constanti de la cons		acquisition of the right-of-way. Description of land is missing.	<u>Hiran a riger — A</u> dadahele	<u> </u>	
06/30/1932	Sheriff Deed	John McKinney, Sheriff	J. S. Montgomery and J. F. Harris	Sheriff conveys all right, title and interest in five acres of land known as Tract No. 57, Subdivision No. 8, Brazos Coast Investment Company Subdivision. This is the same property conveyed August 31, 1909 and owned by H. J. "Titus".	10/16/1936	Volume 282, Page 329, Deed Records	D- 187

Date	Instrument	Grante	Crantee	Property/Comments	Recording Date	County Book/Page	
08/03/1999	Financing Statement	LDL Coastal Limited, L.P., a Texas limited partnership, Debtor	Houston Commerce Bank, Secured Party	This Financing Statement includes all buildings, improvements, equipment, rents and other proceeds relating to Tract No. 21, 21A, 21B and all of Tract Nos. 22, 23, 24, 25, 55, 57, and 58, Division 8, Brazos Coast Investment Company Subdivision. See D-65.	08/06/1999	Clerk's File Number 99- 036342 of the Official Records of Brazoria County	D- 66
08/03/1999	Assignment of Rents	LDL Coastal Limited, L.P., a Texas limited partnership, whose sole general partner is LDL Management, LLC, a Texas limited liability company, Assignor	Houston Commerce Bank, Assignee	Assignor has entered into leases or may enter into leases and unconditionally assigns and transfers to Assignee all the rents and revenues and any other income earned from the property. See D-64	08/06/1999	Clerk's File Number 99- 036341 of the Official Records of Brazoria County	D- 65
08/03/1999	Deed of Trust and Security Agreement	LDL Coastal Limited, L.P., a Texas limited partnership, whose sole general partner is LDL Management, LLC, a Texas limited liability company	P. Michael Wells, Trustee, for Houston Commerce Bank, Beneficiary	Grantor secures a promissory note in the amount of \$325,000.00 on real property that includes Tract No. 21, 21A, 21B and all of Tract Nos. 22, 23, 24, 25, 55, 57, and 58, Division 8, Brazos Coast Investment Company Subdivision. See D-63.	08/06/1999	Clerk's File Number 99- 036340 of the Official Records of Brazoria County	D- 64
08/02/1999	Special Warranty Deed with Vendor's Lien	Janet Casciato-Northrup, Trustee of the Chapter 7 Bankruptcy Estate of Hercules Manne Services Corporation	LDL Coastal Limited, L.P.	Trustee conveys various property including Tract No. 21, 21A, 21B, and all of Tract Nos. 22, 23, 24, 25, 55, 57, and 58, Division 8, Brazos Coast Investment Company Subdivision to the Grantee for the amount of \$325,000.00. This property is subject to all outstanding mineral and royalty conveyances and all rights of way mentioned at D-5, D-10, D-11, D-13, D-16, D-18, D-22, D-23, and D-25. See D-60. Note, the last party to own this property was known as Hercules Real Estate Corporation, a Texas corporation.	08/06/1999	Clerk's File Number 99- 036339 of the Official Records of Brazoria County	D- 63

Date	instrume nt	Giantor	Grantee	Property/Comments	Recording Date	County Book/Page	
09/07/1993	Termination of Financing Statement	Elders Finance, Inc., Secured Party	Hercules Offshore Corporation, Debtor	Terminates the Financing Statement at D-58.	09/07/1993	Clerk's File Number 93- 032108 of the Official Records of Brazoria County	D- 62
09/01/1993	Release of Lien	Paracor Finance Inc., formerly known as Elders Finance, Inc., Lender	Hercules Offshore Corporation, a Delaware corporation, Maker	The Lender releases all indebtedness and other obligations secured by the First Deed of Trust and Security Agreement and the Financing Statement. See D-57 and D-58.	09/07/1993	Clerk's File Number 93- 032107 of the Official Records of Brazoria County	D- 61
09/01/1993	General Warranty Deed	Hercules Offshore Corporation, a Delaware corporation	Hercules Real Estate Corporation, a Texas corporation	Grantor conveys Tract No. 21, 21A, 21B, and all of Tract Nos. 22, 23, 24, 25, 55, 57, and 58, Division 8, Brazos Coast Investment Company Subdivision to the Grantee. This property is subject to all outstanding mineral and royalty conveyances and all rights of way mentioned at D-5, D-10, D-11, D-13, D-16, D-18, D-22, D-23, and D-25. See D-56.	09/07/1993	Clerk's File Number 93- 032106 of the Official Records of Brazoria County	D- 60
02/22/1989	Financing Statement	Hercules Offshore Corporation, Debtor	Elders Finance, Inc., a New York corporation, Secured Party	Schedule A includes all buildings, improvements, equipment and other properties that have been acquired by the Debtor and include Tract No. 21, 21A, 21B, and all of Tract Nos. 22, 23, 24, 25, 55, 57, and 58, Division 8, Brazos Coast Investment Company Subdivision. See D-57.	02/22/1989	Volume (89) 644, Page 496, Official Records of Brazoria County	D- 58
01/20/1989	First Deed of Trust and Security Agreement	Hercules Offshore Corporation	Paul F. Helton, Jr., Trustee, for Elders Finance, Inc., a New York corporation, Lender	Grantor secures a promissory note in the amount of \$6,000,000.00 on real property that includes Tract No. 21, 21A, 21B, and all of Tract Nos. 22, 23, 24, 25, 55, 57, and 58, Division 8, Brazos Coast	01/20/1989	Volume (89) 634, Page 520, Official Records of Brazoria	D- 57

Date	Instrument	Srantor	Grantee	Property/Comments	Recording Date	County Book/Page	
	<u>, — .</u>			55, 57, and 58, Division 8, Brazos Coast Investment Company Subdivision. See D-56.		Brazoria County	
01/20/1989	General Warranty Deed with Vendor's Lien	Fish Engineering & Construction, Inc., a Texas corporation	Hercules Offshore Corporation	Grantor conveys Tract No. 21, 21A, 21B, and all of Tract Nos. 22, 23, 24, 25, 55, 57, and 58, Division 8, Brazos Coast Investment Company Subdivision to the Grantee. This property is subject to all outstanding mineral and royalty conveyances and all rights of way mentioned at D-5, D-10, D-11, D-13, D-16, D-18, D-22, D-23, and D-25. See D-41.	01/20/1989	Volume (89) 634, Page 512, Official Records of Brazoria County	D- 56
01/20/1989	Release of Lien	C. B. Ames, The Fish Investment Corporation, a Texas corporation, T. D. Tabbert	Fish Engineering & Construction, Inc., a Texas corporation	The Grantees releases all indebtedness and other obligations secured by the security agreement at D-50. D. M. Simecheck did not sign release.	01/20/1989	Volume (89) 634, Page 508, Official Records of Brazorla County	D- 55
01/20/1989	Release of Liens	MCORP Management Solutions, Inc., a Texas corporation, Holder	Fish Engineering & Construction, Inc., a Texas corporation	The Holder releases all indebtedness and other obligations secured by the security agreements at D-46, D-49, D-51, and D-52.	01/20/1989	Volume (89) 634, Page 503, Official Records of Brazoria County	D- 54
01/01/1988	Assignment of Loan Documents, Liens and Security Interests	Mbank Houston, National Association, Assignor	MCORP Management Solutions, Inc., a Texas corporation, Assignee	Assignor conveys all loan documents to Assignee together with all liens, rights, titles, assignments, and interests arising from indebtedness. See D-52, D-51, D-49, D-48, and D-46.	05/18/1988	Volume (88) 547, Page 83, Official Records of Brazoria County	D- 53
09/1/1987	Third Supplemental Deed of Trust and Security Agreement	Fish Engineering & Construction, Inc., a Texas corporation	Walter B. Hendrick, Trustee, for Mbank Houston, National Association	This Deed of Trust ratifies and confirms indebtedness as being in full force and effect for all purposes as a first and prior lien and security interest upon the mortgaged properties. See D-51, D-50, D-49, D-48, and D-46.	09/28/1987	Volume (87) 468, Page 131, Official Records of Brazoria	D- 52

Care	Instrument	Spirior	Grantee	Property/Comments	Recording Date	County Book/Page	
Programme Programme	A to the second	an alamba (p. 500 an), 9 · · · · · · · · · · · · · · · · · ·	ar ya ya kili. Mani kili 1999 ya kili min dini ili mili mili mili 1999 (1996) (1	D-49, D-48, and D-46.		County	
11/04/1985	Second Supplemental Deed of Trust and Security Agreement	Fish Engineering & Construction, Inc., a Texas corporation	Walter B. Hendrick, Trustee, for Mbank Houston, National Association	This Deed of Trust ratifies and confirms indebtedness as being in full force and effect for all purposes as a first and prior lien and security interest upon the mortgaged properties. See D-50, D-49, D-48, and D-46.	11/18/1985	Volume (85) 210, Page 418, Official Records of Brazoria County	D- 51
10/10/1985	Deed of Trust	Fish Engineering & Construction, Inc., a Texas corporation	David A. Werner, Trustee, for the benefit of C. B. Arnes, The Fish Investment Corporation, T. D. Tabbert and D.M. Simecheck	Grantor secures an Indermity and Payment Agreement with real property that includes Tract No. 21, 21A, 21B, and all of Tract Nos. 22, 23, 24, 25, 55, 56, 57, and 58, Division 8, Brazos Coast Investment Company Subdivision. See D-49.	10/11/1985	Volume (85) 195, Page 835, Official Records of Brazoria County	D- 50
10/10/1985	Subordination and Consent Agreement	C. B. Ames, The Fish Investment Corporation, a Texas corporation, T. D. Tabbert and Don M. Simecheck, Junior Lien Holders, and Fish Engineering & Construction, Inc., a Texas corporation	Mbank Houston, National Association	Junior Lien Deed of Trust (D-50) is subordinate to Mbank's Deed of Trust (D-48).	10/11/1985	Volume (85) 195, Page 829, Official Records of Brazoria County	D- 49
10/1/1985	Supplemental Deed of Trust and Security Agreement	Fish Engineering & Construction, Inc., a Texas corporation	Walter B. Hendrick, Trustee, for Mbank Houston, National Association	Grantor secures a new promissory note in the amount of \$7,300,000.00 on real property that includes Tract No. 21, 21A, 21B, and all of Tract Nos. 22, 23, 24, 25, 55, 56, 57, and 58, Division 8, Brazos Coast Investment Company Subdivision. See D-46.	10/11/1985	Volume (85) 195, Page 824, Official Records of Brazoria County	D- 48
02/20/1985	Deed of Trust and Security Agreement	Fish Engineering & Construction, Inc., a Texas corporation	Walter B. Hendrick, Trustee, for Mbank Houston, National Association	Grantor secures a promissory note in the amount of \$6,200,000.00 on real property that includes Tract No. 21, 21A, 21B, and all of Tract Nos. 22, 23, 24, 25, 55, 56, 57, and 58, Division 8, Brazos Coast Investment Company Subdivision.	02/21/1985	Volume (85) 104, Page 428, Official Records of Brazoria County	D- 46

Date	Instrument	Grantor .	Grantee	Property/Comments	Recording Date	County Book/Page	
07/30/1980	Warranty Deed	Betty Wray Walla de Groh	Fish Engineering & Construction, Inc., a Texas corporation	See D-41and D-155. Grantor conveys Tract No. 58, Subdivision No. 8, Brazos Coast trivestment Company Subdivision. Grantor inherited this property from her grandmother, Bessie Wray Walla. See D-204.	09/12/1980	Volume 1531, Page 316, Deed Records	D- 205
06/25/1953	Last Will and Testament	Bessie A. Walla, Deceased		Will, property list and other probate records do not specifically mention Tract No. 58, Subdivision No. 8, Brazos Coast Investment Company Subdivision. See D-205.	09/12/1980	Volume 1531, Page 309, Deed Records	D- 204
06/02/1952	Order Admitting Will to Probate	Albert F. Walla, deceased		Will, property list and other probate records do not specifically mention Tract No. 58, Subdivision No. 8, Brazos Coast Investment Company Subdivision. See D-200.	09/12/1980	Volume 1531, Page 297, Deed Records	D- 203
02/05/1957	Affidavit	Nannie M. Stringfellow, the widow of R. E. L. Stringfellow, deceased	Public Record	Nannie M. Stringfellow statement indicates that she and her deceased husband, R. E. L. Stringfellow owned land that comprised 3200 acres known as the Stringfellow pasture. Note, Tract No. 58 in Subdivision 8 is not listed in this land inventory.	10/27/1964	Volume 894, Page 261, Deed Records	D- 90
03/28/1936	Permit	Albert Walla	United States of America	Grantor conveys the Grantee the right to deposit spoil and other excavated material during the construction and maintenance of the waterway on Tract No. 58, Subdivision No. 8, Brazos Coast Investment Company Subdivision. See D-200.	10/05/1938	Volume 311, Page 130, Deed Records	D- 202
12/8/1910	Certificate of Dissolution	Chas. J. Horn, John W. Horn, and Thos. H. Horn, Officers and Stockholders	Public Record	The Officers and Stockholders of the Brazos Coast Investment Company dissolve the corporation.	11/19/1918	Volume 148, Page 441, Deed Records	D- 201

	Instrument	Grantor	Grantee	Propery/Comments	Recording Date	County Book/Page	
08/31/1909	Deed	Carlos Bee, N. M. Vogelsang, and A. E. Masterson, Trustees for Brazos Coast Investment Company	Albert Walla	Trustees conveys Tract No. 58.	11/19/1909	Volume 93, Page 320, Deed Records	D- 200

ATTACHMENT 1

TITLE DOCUMENTS D-1 THROUGH D-205

Tract No. 21, 21A, 21B

Lessee at its option may discharge any tax, mortgage or other lien upon said land and in eve lessee does so, it shall be subrogated to much lien with the right to enforce same and apply rentals and royalties accruing hereunder toward satisfying same. Without impairment of Lessec rights under the warranty inevent of failure of title, it is agreed that if Leaser owns an interest in said land less than the entire fee simple estate, then the royalties and rentals to be paid Lessor shall be reduced proprotionately,

> IN WITHESS WHEREOF, this instrument is executed on the date first above written. Cordon E. Bryan Jr.

> > Benry Austin Bryen

HE STATE OF TEXAS COUNTY OF BRAZORIA

> BEFORE ME, the undersigned, a Motary Public in and for said County and State, on this day personally appeared Gordon N. Bryan, Jn., known to me to be the person whose mame is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

> > GIVEN UNDER MY HAND AND SEAR OF OFFICE this the 5th day of February A. D. 1935.

A. Farrer Notary Public in and for ____ County, Texase (SEAL)

THE STATE OF TEXAS

COUNTY OF BRAZORIA

Before me, the undersigned authority, on this day personally appeared Henry Austin Bryan, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expre

Given under my hand and seal of office, this the 5th day of February, 1935.

(SEAL)

g. C. King Notary Public within and for Brazoria County, Texas.
COd Int. Hev. Stamp can. G H B Jr H A B 2/5
Filed for record Feb 7 1935 at 9 o'clock A. M., H. R. Stevens, Clerk County Court,

Brazoria Co., Texas. By Emma Kennedy Deputy.

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1066

THE STATE OF TEXAS

COUNTY OF BRAZORIA

KNOW ALL MEN BY THESE PRESENTS: That I, T. T. Stratton of Bratoria County, Toxas for and in consideration of the sum of Ten Pollars (\$10.00) cash to me in hand paid and for : purpose of placing of record the true owners of the following described land to hereby grant, bergain, sell and convey unto the following named parties in the proportions hersinafter set forth the following described real estate situated in Brezoria County, Texas;

Whereas, heretofore at various dates there has been conveyed to T. T. Stratton various tracts of land at tax sales, to all of which sales and the records thereof, reference is hereby made for full and complete description of said tracts of land;

Whereas, as a matter of fact, said land was purchased by said Stratton in his name but for the use and benefit of the following named parties in the proportions hereinafter set forth:

How, therefore, KNOW ALL MEN BY PHESE PRESENTS: That I, T. T. Stratton of Brasoria County Texas, in consideration as stated above of \$10.00 and other valuable considerations, and for the purpose of placing of record the true ownership of said tracts of land do hereby grant, bargain, sell and convey unto the following named parties, to-wit:

Unto Harrison Cil Company, undivided 1/3 interest therein;

J. S. Abercrombie Co. 1/3

8/9 Frank E. Stevens

D - 1

Reservir unto myself an undivided 1/9 interest therein.

TO HAVE AND TO HOLD the above described property unto the above described parties their beirs and essigns forever.

It is distinctly understood that there is no warranty either express or implied on the part of the grantor herein. And this instrument is executed and placed of record in order to state the true ownership of all lands purchased at tax sais by the said T. T. Stratton at various dates. And the records in the office of the Clerk of the County Court are hereby referred to and made a part of this instrument for full and particular description of said lands.

IN WITHESS WHEREOF, I have hereunto signed my name at Angleton, Texas, this the 7th day or February, 1936.

T. T. Stratton

THE STATE OF METAS)
COUNTY OF BRADORIA)

Before me, the undersigned, a Notery Public in and for said County and State, on this day personally appeared T. T. Stratton, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this the 7th day of February, 1935.

(SEAL)

A. Farrer Motary Public in and for Brazoria County, Texas.

Filed for record Feb 7 1935 at 9 o'clock A. M., H. R. Strv. , Clerk County Court, Brazoria Co., Texas.

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THE STATE OF TEXAS)
COUNT: OF BRAZORIA)

know all Mem BY THESE PRESENTS: That I, Mrs. Lucy B. Hervey, joined herein by my husband F. A. Hervey, of Bexar County, Texas, for and in consideration of the sum of One Thousand (\$1000.00) Dellars, to me paid and secured to be paid by Chas. A. Vellbaum and wife Dixie Lee Vellbaum, of Brazeria County, Texas, as follows: \$555.55 cash to me in hand paid, receipt of which is hereby acknowledged, and the balance of said consideration evidenced by four (4) vendor's lien promissory notes executed by the said Chas. A. Vellbaum, each of even date with this deed, each in the sum of \$166.66 each payable to the order of Mrs. Lucy B. Hervey, at San Antonio, Bexar County, Texas, each bearing interest from date until paid at the rate of T% per annum interest payable annually, said notes due and payable one, two, three and four years after date respectively, and each containing the usual past due interest, default and attorneys fee clauses; and secured by vendor's lienretsized in said note and this deed on the hereinafter described realestate.

HAVE GRANTED, SOLD AND CONVEYED, and by these presents do GRANT, SELL AND CONVEY, unto the said Chas. A. Vollbaum and wife Dixie Lee Vollbaum, of the County of Brazoria, State of Texas, all that certain tract of land or parcel of realestate lying and being situate in Brazoria County, Texas, containing ten (10) acres, and being Tract Number Twenty-four (24) according to the Plat showing subdivision of part of the Mrs. Lucy Hervey Tr_ct in the S. F. Austin 7-1/5 League_in Brazoria County, Texas, which Plat is duly recorded in Vol. 5, page 6V, of the Map or Plat Records of Brazoria County, Texas, and here referred to for a further and more particular description and identification of paid realestate hereby conveyed.

But the Brantor does hereby expressly reserve a 1/32nd interest in the oil, gas and other minerals in or under said above described land, the said 1/32nd interest buing expressly tree this deed.

TO HAVE AND TO HOLD the above described premious, together with all and simular the

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constructed on or across these lands, then such lands belonging to the grantor shall be riparian and shall be entitled to receive water for irrigation purposes at the lowest price and upon the terms and conditions that waters for such purposes shall be furnished to any water user on the canals of The South Terms Water Company, its successors or assigns.

It is further understood by and between the parties hereto that this lease is made subject to sale of said lends by the owner and that in the event said lands are sold during any year, notice shall be given to the lesser of such sale and the lessor shall be entitled to cancel this lesse and represents said lands at the end of any year.

The right is further given to the lesses to terminate this lease by the giving of sixty days! notice of such termination before the beginning of any year and the payment of all rentals that have account to the date of surrender.

EXECUTED this the 23rd day of March A. D. 1936.

Arthr G. Keast

(No. Corp. Seal)

THE SOUTH TEXAS WATER COMPANY By B. E. Wood,

THE STATE OF CALIFORNIA)
COUNTY OF LOS ANCELES)

Before me, the undersigned authority in and for said County an State, on this day personally appeared Arthur G. Keast known to me to be the person whose mans he subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office, this the 23rd day of March, A. D. 1936. (SEAL) L. F. Helmick Notary Public in and for Los Angeles County, ___

L. P. HEZMICK, Notary Public My Commission Expires Sept. 19th, 1939.

Piled for record War 50 1936 at 1 o'clock P. M., R. A. Stevens, Clerk County Court,
Brazoria Ob., Texas.

2204

THE STATE OF TEXAS)
COUNTY OF BRAZORIA)

Enow all men by these presents that I, T. T. Stratton of Brazoria County, Texas, for and in consideration of the sum of twenty three dollars (\$25.00) each to me in hand paid by R. M. Lee of Brazoria County, Texas, the receipt of which is hereby acknowledged, Have Granted, Bargained, Sold, and Conveyed, and by these presents do hereby Grant, Bargain, Soll and Convey, unto said R. M. Lee, an undivided one half interest in and to the following described five acre tract of land in Brazoria County, Texas, described as follows, to-wit:

Reing five acre tract Number twenty-one (21) in subdivision No. 8, of the Brazos Coast Investment Company's Subdivision of the F. J. Colvit League, Abstract Number Fifty one (81) according to the duly recorded plat of said subdivision of record in the office of the Clerk of the County Count of said Brazonia County, Texas, to which reference is hereby made for all purposes.

TO MAN AND TO HOLD the above described property unto said R. M. Lee, his helrs and assigns forever, and I do hereby hind myself my heirs, executors, and assigns to warrant and forever defend all and singular the said property, presises and improvements unto said R. M. Lee, his heirs and assigns against all persons show over lawfully claiming or to blaim the same tracky part his real against all persons whom over lawfully claiming or to blaim the same tracky part his real against all persons whom over lawfully claiming or to

1036.

T. T. Stratton

THE STATE OF TEXAS)
COUNTY OF BRAZORIA)

Before me the undersigned authority, on this day personally appeared T. T. Strattom known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Given under my hand and cost of office this the 6 day of March, 1956.
(SEAL) Mrs. Ruby E. Stratton Notary Public within and for Brazeria County, Texas.

Filed for record Mar SO 1936 at 5 o'clock P. M., E. R. Stevens, Clark County County, Brasoria Co., Texas. By Bob Momerch Deputy.

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2244

No. 50965.

HUTCHINGS-SEALY MATIONAL BANK, TRUSTEE, Vs.

GRANDSION LYNG ET AL

IN THE DISTRICT COURT OF GALVESTON COUNTY, TRIAS. SETH JUDICIAL DISTRICT March 20th, 1938.

Be it remembered that on this the 20th day of March, i. D., 1956, the same being regularly during a regular term of this court, eams on to be heard the above entitled and numbered cause its regular order upon this the day upon which it was regularly set for trial, there-upon came plaintiff, Butchings-Seal; Mational Bank, Trustee, for the use and Benefit of Sealy Butchings, Jr., Elizabeth Butchings Cavin, William M. Butchings, John Butchings, II, Mary Moody Butchings, Laura Randall Butchings Harris, and Robert Enex Butchings, under that certain trust a present dated December 29, 1926, between Sealy Butchings and the then South Texas Bational Bank (now Butchings-Sealy Mational Bank), a corporation, by its Attorneys, Terry, Cavin & Mills, and amnounced ready for trial, whereupon all of the defendants burein having been duly and legally served with citation and due, regular, and valid process herein in the manner and form and for the length of time required by law, appeared and answered herein as follows:

Defendants, Richard Yett, Receiver of Turnbow Oil Corporation; America Petroleum Corporation; Cockburn Oil Corporation; Houston Farms Development Company; P. M. Harvin, and Konneth Krahl each and all filed their respective disclaimers as to any right, title, or interest in or to the land involved herein:

Defendants, Hugh R. Wells, Curtis E. Traweek, R. E. Drannon, Great Southern Life
Insurance Company, L. G. Marshall, individually, and as a stockholder of Turnbow Oil Corporation, and E. F. Dupree, Receiver of Bluebird Oil Corporation, each and all filed written
answers herein bub feiled to appear further or defend said cause;

Defendants, G. F. Hasmussen, individually, and as a stockholder of Turnbow Oil Corporation; L. B. House, individually, and as Vice President and surviving Director, and as a stockholder of Turnbow Oil Corporation; Ruth C. Perryman, individually, and as a stockholder of Turnbow Oil Corporation; O. M. Stone, Trustee; Senator C. S. Gainer; a. C. Turnbow, individually, and as a stockholder of Turnbow Oil Corporation; Julia Ruth Turnbow, sometimes known as Julia Turnbow, each and all of them having been duly, legally and personally served with due, regular, and valid citation in the manner and for the length of tire required by law, came not but wholly made default.

And it further appearing that all of the other defendants mentioned in plaintiff's potition, their heirs and legal representatives, and the heirs and legal representatives of such heirs and legal representatives, each and all having been duly cited by publication.

4

COUNTY OF HARRIS

THOW ALL MEN BY THESE PRESENTS: THAT I, Thomas J. Jones, of Harris County, Texas, for and in consideration of the sum of Ten and no/100 (\$10.00) Dollers, and other good and valuable consideration, the receipt of which is hereby acknowledged, do by these presents Bergain, Sell, Release and Porever Quitclaim unto J. W.Stone of Harris Jounty, Texas, all my right, title and interest in and to the following described treat of land eituated in Brasoria County, Texas, to-mit:

Tract #21, in Subdivision #8 of the Brazos Coast Investment Company's Subdivision of the F. J.Calvit Survey, Abstract \$1, Brazoria County, Texas, and being the same 5 sore tract of land described in Deed from Carlos Bee, et al. to Thos. J. Jones, dated August 31st, 1909, and of record in Volume 93 page 552 Deed Records of Brazoria County, Texas.

TO HAVE AND TO HOLD the said premises, together with all and singular the rights, privileges and appurtenances thereto in any manner belonging unto the said J.E.Stone, his heirs and assigns, forever, so that neither I the said Thomas J. Jones, nor my heirs, nor any person or persons claiming under mershall, et any time hereafter, have, claim or demend any right or title to the aforesaid gremises or appurtenances, or any part thereof.

WITNESS my hand at Houszon Texas this 17th day of November A. D. 1937.

Thomas J. Jones

THE STATE OF TEXAS)
COUNTY OF HARRIS 1

Before me, the undersigned authority, on this day personally appeared Thomas J.

Jones, known to me to be the person whose name is subscribed to the foregoing instrument and maknowledged to me that he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this 17th day of November A. D. 1037.

(SEAL) Arnest A. Knipp Notery Public in and for Harris County, Texas.

Filed for record at 10:15 o'clock A. M. Jul 22 1938 H.R. Stevens, Clock County Court Brazoria County, Texas. By Bob Konarch, Deputy

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6185

THE STATE OF TEXAS

COUNTY OF BRAZORIA

ENGW ALL MEN BY THESE PRESENTS: THAT WE, Frank II. Statems, of Brazoria County, Texas, Harrison Oil Company, a corporation of Houston, Harris County, Texas, acting by and through its duly sutherized officers, J.S. Abercrombia Company, a corporation of Houston, Harris County, Texas, acting by and through its duly authorized officers, for and in consideration of the sum of Ten (\$10.00) Dollars, and other valuable consideration, to us in hand paid by J. W. Stone of the County of Harris, and State of Texas, the receipt of which is hareby acknowledged, do by there presents Bargain, Soll, Rolease and Porever Quit Claim unto the said J.W. Stone, his heirs and assigns, all our right, title and interest in and to that certain treat or parcel of land lying in the County of Brazoria, State of Texas, described as follows, to-wit:

 40 1005

name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this lith day of October, 1938.

(NO SEAL) Jack Harrison Notary Public in and for Brazoria County, Texas.

Filed for Record at 10:20 o'clock A E Oct 22 1938 H. R. Stevens, Clerk County Court Brazoria County, Texas By Bob Monarch, Deputy

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0670

RECOW ALL MEN BY THESE PRESENTS: That I, Onice B. Hixson do hereby certify, That certain ten (10) notes \$170. (each) for the total sum of \$1,700.00 bearing date the 24th day of October 1928, made and executed by Prank Proin Burleson County, Texas, conveying the following described real estate, situated in the County of Brasoria State of *exas to-w.t: Five acres out of the Borth-west quarter of Section #48, H T & B. RR. _Survey, Abst. No. 511, soid five acres lying along the south line of said quarter and extending from coast to west the entire length of said quarter; And sixty acres out of the South-west Quarter of Section No. 48, H T & B. RR _ Survey, Abst. No. 511, said sixty acres lying along the north line of said Quarter and extending throughout the entire lengty of said Quarter, running east to west. A total of sixty-five acres, more or less, and duly recorded in the office of Recorder of _ County _ in Book _ at page _ on the _ day of _ 19_, is redecated, paid off, satisfied and discharged.

Witness my hand and seal this 17th day of October 1939.

Onie B. Hixson (Seal)

STATE OF IOWA)
COUNTY OF MADISON)

On this 17th day of October 1938, before the undersigned, a Notary Public in and for the County and State sforesaid, personally appeared Onie B. Hixson personally known to me to be the same person who executed the above release, and acknowledged the same to be her free and voluntary act and dood.

Witness my hand and official seal the day and year last above written.

(SMAL) W. M. Chaplin __ My commission expires July 4, 1939.

Filed for Record at 10:30 o'clock A E Oct 22 1938 H. R. Stevens, Clerk County
Court Erazoria County, Texas By Bob Monarch, Deputy

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9711

THE STATE OF TEXAS)

COUNTY OF BHAZOHIA)

KHOW ALL MEN BY THESE PRESENCE: That I, J. W. Stone, of the County of Harris and State of Texas, for and in consideration of the sum of Ten (\$10.00) Dollars and other valuable considerations to me in hand paid by H. Merlyn Christie and S. E. Dummam Jr. of the County of Harris and State of Texas, the receipt of which is hereby acknowledged, do, by these presents fargain, Sell, Release, and Forever Quit Claim unto the said H. Merlyn Christie and S. M. Dummam Jr. their heirs and assigns an undivided one-half interest in and to all my right, title and interest in and to that certain tract or parcel of land lying in the County of Brazoria, State of Texas, described as follows, to-wit:

Tract #21, in Subdivision #8, of the Brazos Coast Investment Company Subdivision of the F. J. Calvit Survey, Abstract 51, Prazoria County, Texas, and being the same 5 acretract of land described in deed from Carlos Bee, et al to Thos. J. Jones, dated August 31st 1909, and of record in Volume of the same 5 acretract of Brazoria County, Texas.

TO HAVE AND TO HOLD the said premises, together with all and singular the rights, privileges and appurtenances thereto in any manner belonging unto the said H. Merlyn Christie and S. E. Dunnam Jr. their heirs and assigns, forever, so that neither 1, the said J. W. Stone nor my heirs, nor any person or persons claiming under me shall, at any time hereafter, have, claim, or demand any right or title to the portion of the aforesaid premises or appurtenances hereby conveyed or any part thereof.

Witness my hand at Houston, Texas this 19th day of October A. D. 1938.

J. W. Stone

THE STATE OF TEXAS }
COUNTY OF HARRIS]

Before me, the undersigned, a Motary Public in and for said County and State, on this day personally appeared J. W. Stone known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this the 19th day of October A. D. 1938.

(SEAL) Lynne Tamborello Notary Public in and for Harris County, Texas.

Filed for Record at 8 o'clock A L Oct 25 1938 H. R. Stevens, Clerk County Court Brazoria County, Texas Ey Bob Monarch, Deputy

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8712

THIS ACKEPMENT made this 14th. day of October, 1938, between Mrs Frances Tedeschi Serio and husband A. C. Serio of Houston, Texas Lessor (whether one or more), and T. E. Neilson of Harris County, Texas Lessoe, WITHESSETH:

1. Lessor in consideration of Ten Dollars (\$19.00), in hand paid, and of the agreement of Lessoe herein contained, hereby grants, leases and lets exclusively unto Lessoe for the purpose of investigating, exploring, prospecting, drilling and mining for and producting oil, gas and all other minerals, laying pipe lines, building tanks, power stations, telephone lines and other structures thereon to product, save, take care of, treat, transport and own said products, and housing its employees, the following described land in Brazoria County, Texas, to-wit:

Five acres of land in Let Number Ten (10) H. T. & D. R R Co. Survey Number Mighty
Two abstract Number 565 Brazerio County, Texas and being the same land fully described in
a deed from Francis Tedeschi Serie and her desband A. C. Serie to P. C. Del Parte, Trustee,
dated Jan. 5th. 1936 and recorded in the deed records of Prozerio County, Texas, Vol. 209
page 145 and being the same property 4t one time owned by Frank Tedeschi of Houston, Texas.

Fine all land ewhold or claimed by Leacon adjacent or contiguous to the land particularly described whose, whether the came be in said survey or surveys or in adjacent surveys, although r + included within the learninghes of the land particularly described above.

For the purpose of calculating the payments hereinafter provided for, said land is estimated to comprise live acres, whether it actually comprises more or less.

- 2. Subject to the other provisions herein contained, this lease shall be for a term of 5 years from this date (called "primary term") and as long thereafter as oil, got or other minoral is produced from said land hereunder.
 - 3. Acaser excepts from this lease and reserves unto himself:
- (a) The undivided one-eighth (1/8th) part and portion of all the oil in and under said lands, the same when, so and if produced and saved, to be delivered by Lessee at the

200000

maluga

8730 STATE OF TEXAS) COURTY OF HARRIS)

WHEREAS on the 8th day of March, A. D. 1938, plaintiff, Roy M./ Pitner, Jr., recovered judgment against J. P. Ellis and Mrs. K. B. Ellis in the County Court at Law of Harris County, Texas, in cause No. 41898, on the docket of said court for the sum of Two itundred Thirty-four and 56/100 (\$234.58) Dollars with interest increon at the rate of ten per cent (10%) per annum together with all costs therein, and wherein abstract of said judgment was made and filed, with the county clerks of Brazoria County, Texas, and Caldwell County. Pexas, for record and recorded in the judgment records thereof, and;

Whereas, said judgment and interest together with all coats therein, was, on the 25th day of October, A. D. 1938, paid and satisfied and said judgment, interest and costs have been fully paid and satisfied.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS, THAT I, Roy M. Pitner, Jr., of Harris County, Texas, the legal owner and holder of said judgment, in consideration of the premises and of the full payment of said judgment, interest and costs, the receipt of which is hereby acknowledged have this day, and do by these presents, cancel, release and discharge unto the said J. P. Ellis and Mrs. K. E. Ellis, their heirs or easigns all the right, title, interest and estate in and to said judgment and judgment lien, which I have or may have herein, and do hereby declare said judgment fully paid off and satisfied and said judgment lien fully released and Macharged to all intents and purposes.

Witness my hand on this the 25 day of October, A. D. 1936 at Houston, Texas.

Roy N. Pitner Jr

STATE OF TEXAS)
COUNTY OF HARRIS)

Pefore me, the undersigned authority, on this day personally appeared Roy E.

Pitner, Jr., known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Given under my hand erl seal of office this the 25th day of October, A. D. 1938.

(SEAL) /Florence Newberry Notary Public in and for Harris County, Texas.

Filed for Record at 5 o'clock P E Oct 25 1938 H. R. Stovens, Clerk County Court range to county, Texas

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8790

THE STATE OF TEXAS)

Whether one or more), for and in consideration of the sum of One (\$1.00) Dollar and other rood and valuable considerations cash in hand paid by T. T. Stretten, hereinafter called Crantoe, the receipt of which is hereby acknowledged, have granted, sold, canviyed, assigned and delivered, and by these presents so mrant, sell, convey, assign and seliver, unto the said Grantee an undivided one-eighth (1/8th) interest in and to all of the oil royalty, mas royalty, and royalty in cosinghead gas, gasoline, and royalty in other minerals in and under, and that may be produced and mined from the following described lands situated in the County of Brazoria and State of Texas, to-wit:

Truct #21, in Subdivision #8 of the Brases Coast Investment Company's Subdivision

of the P. J. Calvit Survey, Abstract 51, Brazoria County, Texas, and being the same 5 acretract of land described in Deed from Carlos Bee, et al to Thos. J. Jones, dated August 51st, 1909, and of record in Volume 93, page 552, Deed Records of Brazoria County, Texas, together with the right of ingress and egress et all times for purpose of mining, drilling and exploring said lands for oil, gas and other minerals and removing the same therefrom. This grant shall run, and the rights, titles and privileges hereby granted shall extend to Grantee herein, and to Grantee's heirs, administrators, executors and assigns.

And it is further understood and agreed that notwithstanding the Grantee does not by these presents acquire any right to participate in the making of future oil and gas mining leases on the portion of said lands not at this date under lease, nor of participating in the making of future leases, should any existing or future leases for any reason become cancelled or forfeited, nor of participating in the bomus or bomuses which Grantor herein shall receive for any future lease, nor of participating in any rental to be paid for the privilege of deferring the commencement of a well under any lease, now or hereafter;

Nevertheless, during the term of this crint, neither the Grantor nor the heirs, administrators, executors and assigns of the Grantor shall make or enter into any lease or contract for the development of said land or any portion of same for oil, gas or other minerals, unless each and every such lease, contract, leases or contracts, shall provide for at least a royalty on oil of the usual one-eighth to be delivered free of cost in the pipe line, and a royalty on natural gas of one-eighth of the value of same when sold or used off the premises, or one-sighth of the net proceeds of such gas, and one-eighth of the net amount of gasoline manufactured from natural or easinghead gas; and in the event Grantor, or the heirs, admiristrators, executors and assigns of the Grantor, or as in the status of the ice owners of the land and minerals, or as the fee owner of any portion of said land, shall operate and develop the minerals therein, Grantee herein shall own and be entitled to receive as a free royalty hereunder, (1) An undivided 1/Cith of all the oil produced and saved from the promises delivered to Grantee's credit free of cost in the pipe line, (2) An undivided 1/64th interest and portion of the value or proceeds of the cales of natural gas when and while the same is used or sold off the premises, (3) An 1/64th of the net amount of gasoline or other products manufactured from gas or essinghood gas produced from wells situated on the promises, during the term hereof.

aingular the rights and appartenances thereto in any wise belonging, unto the said Grantes, and to Grantes's hoirs, administrators, executors and assigns, forever, and Granter does broody bind himself, his heirs, administrators, executors and assigns, to warrant and forever defend all and singular, the said property and rights unto the said Grantes, and Grantes's heirs, advantatives, executors and assigns, and Grantes's heirs, advantatives, executors and assigns, appropriate every posson whomseever lawfully claim-

Witness the following signatural, this the 18th day of October 1938.

J. W. Stone

THE STATE OF PHAZORIA)

Before me, the undersigned, a Notary Public in and for said County and State, on this day responding appeared J. W. Stone knows to me to be the person whose name is subscribed to the foregoing instrument, and advnowledged to see that he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this the 18th day of October A. D. 1938.

(SEAL) Vivian Comant Notary Public in and for Brazoria County, Texas.

Filed for Record at 10 o'cleck & W. Oct 26 1938 H. R. Stevens, Clork County

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Court Brazoria County, Texas By Bob Monarch, Deputy

9701

THE STATE OF TEXAS)

COUNTY OF BRAZORIA)

That Leo Frede of Fayette, in consideration of the sum of \$1.00 and other good and valuable considerations in hand paid by Brazoria County, acting through the Commissioners' Court of said County, receipt of which is hereby icknowledged, do by these presents grant, bargain, sell and convey unto Brazoria County, the free and uninterrupted use, libert and privilege of the passage in, along, upon and across the following lands in Brazoria County, Taxas, owned by us, to-wit:

Said land being a part of 113 acre tract of lot 3-C out of the Johnson, Borden and Walker League. Abstract No. 77, described as follows:

Beginning at certer line station 206 / 22 which stands South 45° 30' West 1101.3 feet from the most Easterly corner of tract 3-B; thence South 45° 30' West 1665 feet to center line station 312 / 87.2 of the road as laid out and to be built; thence North 45° 30' East 40 feet to a stake; thence North 45° 50' West 1665 feet to a stake; thence South 45° 30' West 40 feet to the piece of beginning, containing 1.56 acres of land, more or 1855.

It is understood that all mineral/rights are reserved by the Grantor.

For the purpose of opening, constructing and maintaining a permanent road or State Highway in, slone, upon and across said premises, with the right and privilege at all times; of the gractee herein, his or its agents, employees, workmen and representatives having ingress, errors and regress in, along, upon and across said premises for the purposes of making additions to, improvements on are repairs to the said road or highway, or any part thereof.

TO PAVI. Alle the object the end brokers County as aforesaid for the purposes aforesaid the premises above described.

Attnose my hand this \$7th any of October, A. D. 1938.

Leo Frede

COMPAN OF THE A

Before mu. a Notary Public in and for sale County and State, on this day permonally appeared Lee Frede Emown to me to be the person whose name is subscribed to the forecoing instrument, and admissibilized to me that he executed the same for the purposes and consideration therein expressed.

Given under my mand and seal of office, this the 27th day of October, A. D. 1038.
(C.AL) Trope Reise, Notary Public, layotte County,

Zilod for Record at 10:00 o'clock A .. Oct 20 1930 B. R. Stevens, Clerk County Court Trazoria County, Texas By Bob Romarch, Donuty

3792/

THE STATE OF TEXAS)

¢ottut a ∂Mazorda }

THAT Lee Frede of Fayette, in consideration of the sum of \$1.00 and other and valuable considerations in hand paid by Brese,is County, acting through the Co.

about the 19th day of September, A. D. 1937, leaving his wife, Evelyn L. Mauermann and his daughter, Mrs. T. S. Edwards as his only surviving heirs at law.

THAT Mrs. Evelyn L. Mauermann did not remarry after the death of her said husband, Bryan C. Mauermann.

THAT there was no administration on said estate and no necessity therefor.

313 Ju2

Gus B. Mauermann Narie M. Wursbach

SWORN to and subscribed before me under my official hand and seal on this the 5th day of November, A. D. 1938.

(SEAL) Olive D. Hodson, Motary Public on and for Bexar County, Texas.

THE STATE OF TEXAS)

COUNTY OF BEXAR)

EEFORE ME, the undersigned authority on this day personally appeared Gus. B.
Mauermann and Merie M. Whrzbach, a widow, known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they executed the same for the purposes and consideration therein expressed.

GIVEN under my hand and adel of office, this the 5th day of November, A. D. 1938.

(SEAL) Oliva D. Hodson, Hotary Public in and for Bexar County, Texas.

Piled for Record at 1 o'clock F. M. Nov 14 1938 R. R. Stevens, Clerk County Court Brazoria County, Texas By Bob Monarch, Deputy

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9247

THE STATE OF TEXAS)
COUNTY OF BRAZORIA !

ENOW ALL MEN BY THESE PRESENTS; THAT, T. T. Stratton and his wife Mrs. Mabel H.

Stratton of Brezoria County, Texas, in consideration of the love and affection we have for our Cousin, Miss Eleanor Adriance Stevens, of Angleton, Brazoria County, Texas, have given, granted, assigned and conveyed and by these presents do hereby give, grant, assign and somvey unto the said Miss Eleanor Adriance Stevens, the following described Royalty interest in the following described land, situated in Brazoria County, Texas, and described as follows, to-wit:

A One-sixteenth portion of all the royalties that shall ever become due and payable on all oil, gas and other valuable minerals, or that shall be produced from the following described land, to-wit:

Five acres of lend, known as Tract Number twenty-one (21) in Subdivision Number eight (8) of the BRAZOS COAST INVESTMENT COMPANY'S SUBDIVISION of the F. 1. Calvit Survey, Abstract Number 61, Brazonia County, Texas, according to the duly recorded Plat of said Subdivision, of record in the office of the County Clerk of Brazonia County, Texas, to which reference is hereby made for all purposes.

THE ir erest herein conveyed being one half of the Royalty Interest acquired by T. T. Stratton, by Royalty Deed, dated October 18th, 1938, from J. W. Stone to T. T. Stratton, which deed is duly recorded in the deed records in the office of the County Clerk of Brazoria County, Texas, to which reference is hereby made.

TO HAVE AND TO HOLD the above described interest, together with all and singular the rights and appurtenences thereto in anywise belonging unto the said Miss Eleanor Adriance Stevens, her heirs and assigns forever.

WITHESS our hands, at Angleton, Texas, this the 29th day of Cotober, A. D. 1938.

Mrs. Mahel R. Stratton

THE STATE OF TEXAS) COUNTY OF BRAZORIA)

BEFORE ME, the undersigned authority, on this day personally appeared T. T. Stratton, and his wife, Mrs. Mabel H. Stratton, known to me to be the persons whose pames are subscribed to the foregoing instrument, and admoviedged to me that they assented the same for the purposes and consideration therein expressed. And the said Mrs. Mabel H. Stratton, wife of the said T. T. Stratton, having been examined by me privily and apart from her husband and having the same fully explained to her, she, the said Mrs. Mabel H. Stratton acknowledged such instrument to be her set and deed, and she declared that she had willingly signed the same for the purposes and consideration therein expressed, and that she did not wish to retract it.

CIVEN under my hand and seal of office this the 27th day of October, A. D., 1938. (NEAL) Mrs. Ruby K. Stratton, Notary Public within and for Brazoria County, Texas.

Filed for Record at 1:15 o'clock P. M. Nov 14 1938 H. R. Stevens, Clerk County Court Brazoria County, Texas By Bob Monarch, Deputy

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924B

Series 2007 Line No. 2

KNOW ALL MEN BY THESE PRESENTS, THAT:

Sinclair Refining Company, a Maine Corporation, does hereby release, relinquish and surrender to the present owner or owners of the land described below, all of its right, title, interest and estate in, to and under that certain pight of way grant, contract, or easement described as follows, to-wit:

Grantor: Texas Exploration Company, Universal Sulphur Products Co., and Sinclair 011 & Gas Company.

Grantee: The Texas Pipe Line Company

Date: May 18, 1920.

RECORDED: Book 161 of Deed Records Page 308 & 309

COVERING: a pipe line described as follows:

Through for 2 of J. P. MILS Survey, as per plat of the Subdivision thereof, which plut is drawn upon and made a part of the deed from the Sheriff of Brazoria County, Texas, to B. F. Wheelwright, dated September 14, 1872, and recorded in deed records of Brazoria County, Texas, Book N. pege 226, and 227, in Brazoria County, Texas.

All pipe lines and/or telegraph and telephone lines laid or constructed under the provisions of said fight of way great, contract or assement have heretofore been removed and said right of way abandoned and it is the intent and purpose of this instrument to release said right of way of record.

IN WITHIRS WHEREOF, said Sinclair Refining Company has caused this release to be executed by its proper officers and its corporate seal to be hereunto affixed this 26 day of October, 1938.

(COMP. SEAL)

SINCLAIR REFINING COMPANY

By C. H. Kountz Vice-President

LITEST:

R. B. Hanna

Assistant Secretary

STATE OF KANSAS

COUNTY OF MONTGOMERY)

BE it remembered, that on this 26 day of October, 1938, before me, the undersigned

THE STATE OF TEXAS
COUNTY OF FORT BEND

DEFORE ME, the undersigned authority, a Notary Public in and for Port Bend, Texas on this day personally appeared P. Forster, known to us to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he ensouted the same for the purposes and consideration therein expressed. Also before me on this day personally appeared (Mrs.) Auguste Forster, whise of the said P. Forster, also known to me to be the person whose name is subscribed to the foregoing instrument, and having been examined by see privily and spart from her husband, and having the same fully explained to her, she the said (Mrs.) Auguste Forster, soknowledged such instrument to be her act and deed, and declared that she had willingly signed the same for the purposes and consideration therein expressed and that she did not wish to retract it.

GIVEN under my hand and seal of office, this the 23rd day of January, A. D. 1931.

(SEAL) H. O. Schulz, Notary Public in and for Fort Bend County, Texas.

Filed for Record et 1:20 o'clock P. M. Dec 16 1938 H. R. Stevens, Clerk County
Court Brasoria County, Yexas By Bob Monarch, Deputy

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10231

THE STATE OF TEXAS)
COUNTY OF BRAZORIA)

KNOW ALL HEN BY THESE PRESENTS: THAT I, J. W. Stone, of the County of Harris,
State of Texas, for and in consideration of the sum of ten (\$10.00) deliars and other good
and valuable considerations, to me in hand paid by H. Kerlyn Christic and S. E. Dunnem, Jr.,
the receipt of which is hereby acknowledged and confessed, have granted, sold and conveyed,
and by these presents do grant, sell and genvey, unto the said H. Merlyn Christic and S.R.
Dunnam, Jr., of the County of Harris, State of Texas, an undivided one-half (1/2) interest
in and to my interest in the following described property:

Tract #21, in Subdivision #8, of the Brazos Coast Investment Company Subdivision of the F. J. Calvit Survey, Abstract 51, Brazoris County, Texas and being the same 5 acretract of land described in deed from Carlos Bee, et al to Thos. J. Jones, dated August 51st, 1909, and of record in volume 93, page 552, Deed Records of Brazoris County, Texas.

My interest in the hereinabove described tract of land is an undivided one-half (1/2) interest in said five (5) acre tract, less a one-sixty-fourth (1/1th) non-participating royalty interest heretofore conveyed by grantor herein to T. T. Stratton; the interest hereby conveyed being a one-fourth (1/4th) interest in said five (5) acre tract described above, of 12 acres less a one-one hundred and twenty-wighth (1/128th) non-participating royalty interest.

TO HAVE AND TO HOLD the above described premises, together with all and ringular the rights and appurtenances thereto in enywise belonging, unto the said H. Merlyn Christic and S. E. Dunnem, Jr., their heirs or assigns forever; and I do here'y bind myself, my heirs executors and administrators, to warrent and forever defend, all and singular the said premises unto the said H. Merlyn Christic and S. E. Dunnem, Jr., their heirs and essigns, against every person whomsoever lewfully: claiming, or to claim the same, or any part thereof, by, through or under grantor, but no further.

This deed is a correction deed and is executed in lieu of and for the purpose of correcting that certain quitclaim deed executed under date of Cotober 10, 1050, by 7, M.

D-7

Stone to N. Merlyn Christie and S. R. Dummu, Jr., recorded in Vol. 200, page 605, of the Deed Records of Brancria County, Taxas; it being understood and agreed that this instrument is executed in substitution and in lieu of said quit-claim deed for the purpose of clarifying the interest conveyed by grantor to grantees in said tract of land.

WITHUSS my hand at Houston, Texas, this 7th day of December, A. D. 1938.

J. W. Stone

THE STATE OF THEAS)
COUNTY OF HARRIS)

EMPORE ME, the undersigned authority, on this day personally appeared J. W. Stone, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN under my hard and seal of office, this 7th day of December, A. D. 1938.
(SEAL) Billye N. Russell, Notary Public in and for Harris County, Texas.

Filed for Memord at 8 o'clock A. M. Dec 19 1938 H. R. Stevens, Clerk County Court Brazoria County, Texas By Bob Monarch, Deputy

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10232

THIS ACCREMENT made this loth day of December, 1938, between L. T. v.nne T.)
Shick Lessor (whether one or more), and J. T. Mackey, Lessoe, WITNESSETH:

1, Lessor in consideration of for & no/100 dollars (\$10.00) in hand p * ', of the royalties herein provided, and of the agreements of Lessoe herein contained, hereby grants, lesses and lets exclusively unto Lessee for the purpose of investigating, exploring, prospecting, drilling and mining for and producing oil, ges and all other minerals laying pips lines, building tanks, power stations, telephone lines and other structures thereon to produce, save, take care of, treat, transport and own said products, and housing its employees, the following described land in Galvaston & Brazonia Counties, Texas. to-wit:

Tracts numbers Thirty-seven (3/) Thirty-sight (38) and forty-seven (47) of the Subdivision of Section 26, I-G N R R Co. Survey, on Galveston-Brazoria County line with Abst. No. 617 in Brazoria County, and No. 619 in Galveston County, each tract containing 10 acres, more or less, and Tract No. Sixty-four (64) of the subdivision of Section 12, I = 6 M R Co Survey, Abst. No. 600 in Galveston County, containing 10 acres, more or less, according to the respective auddivisions of said Sections as recorded in the offices or the county Clerks of Galveston and Prezorta Countins, and being the same land described in deed to L. T. Shick is recorded in deed records of Galveston Co., Vol. 293, p. 68, and in Vol. 136, p. 375, Deed Records of Brazoria County, and in deed to Lynn T. Shick recorded in Vol. 92, p. 593-4 of Deed Records Brazoria Co, to which deeds and the record thereof reference is here made for a better and more complete description of said tracts, containing in all 40 acres, more or less, it being the intention to include all land owned or claimed by Lessor in said survey or surveys.

- 2. Subject to the other provisions herein contained, this lease shall be for a term of five years from this date (called "primary term") and as long thereafter as oil, gas or other mineral is produced from said land hereunder.
- 3. The royalties to be paid Lessor are: (a) on oil, one-eighth of that produced and saved from said land, the same to be delivered at the wells or to the credit of Lessor into the pipe line to which the wells may be connected; Lessee may from time to time purchase any royalcy oil in its possession, paying the market price therefor prevailing for the

10007

1350 THE STATE OF TELAS COUNTY OF BRAZORIA

: (SEAL)

KNOW ALL MEN HY THESE PRESENTS: THAT we, Mrs.R.M. Loo, widow of M. M. Loo, and Mrs. Mary Louise Gierecks, joined pro forms by her husband, Meal Giesecks, being all of the surviving heirs of R. M. Lee, deceased, and T.T.Stratton, all of the County of Brascria and State of Texas, for and in consideration of the sum of Tex (\$10.00) Pollars and other good and valuable considerations to us in hand paid by J.W.Stone of the County of Earris and State of Texas, the receipt of which is hereby acknowledged, do, by these presents Bargain, Sell, Release and Forever Quit Claim unto the said J. W.Stone his heirs and assigns all our right, title and interest in and to that cortain tract or parcel of land lying in the County of Brazoria, State of Texas, described as follows, to-wit:

Given under my hand and seal of office on the 15th day of Jan, A.D. 1936.

Tract #21, in Subdivision #8, of the Brazes Coast Investment Company's Subdivision of the P. J.Calvit Survey, Abstract 51, Brazoria County, Texas, and being the same 5 aure tract of land described in deed from CarlosBee, et al to Thos. J. Jones, dated August 51st, 1909, and of record in Volume 95, Page 552, Deed Records of Brazonia County, Texas. It

TO HAVE AND TO BOLD the said premises, together with all and singular the rights, privileges and appurtenances thereto in any manner belonging unto the said J.W.Stone, his heirs and assigns, forever, so that neither we the said Grantors nor our heirs, nor any person or persons elaiming under us shall, at any time hereafter, have claim or demand any right or title to the aforesaid premises or appurtenances, or any part thereof.

WITNESS our hends at Angleton, Texas this 16th day of October A.D. 1939.

Mrs. R. M. Los Kary Louise Gleseche Neal Glesecks T.T.Stratton

THE STATE OF TEXAS COUNTY OF BRAZORIA

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared Mrs. R. M. Lee, a widow, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that she executed the same for the purposes and consideration therein expressed.

Diven under my hand and seal of office this the 15th day of October A.D. 1980. (SEAL) B. L. Boston Notary Public in and for Bratoria County, Texas.)

THE STATE OF TEXAS

COUNTY OF BRAZORIA

BEFORE ME, the undersigned, a Noter; Public in and for said County and State, on this day personally appeared Heal Giescoke and hary Louise Giescoke, his wife both known to me to be the persons whose names are subscribed to theforegoing instrument, and acknowledged to me that they each executed the same for the purposes and consideration therein expressed, and the said Mary Louise Gles 1 Dissoom having been examined by D - 8 me privily and spart from her

mefully explained to her, she, the

Said Mary Lewise Gieseska asknowledged such instrument to be her set and deed, and she declared that she had willingly signed the same for the purposes and consideration therein expressed, and that she did not wish to retract it.

Given under my hand amissal of office this the 15th day of October A.D. 1958.

(SEAL) E. L. Boston, Notary Public in and for Brazonia County, Texas.

THE STATE OF TEXAS
COURTY OF BRAZORIA

BEFORE ME, the undersigned sutherity, on this day personally appeared T. T. Stratton, known to me to be the person whose name is subscribed to the foregoing instrument, and asknowledged to me that he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this the 15th day of October, A.D. 1938.

(SEAL) E. L. Boston Notary Public in and for Brazoria County, Texas.

Filed for record at 8:06 c'clock A.M. Peb 15 1938 J.R. Monarch, Clerk County Court Brascria County, Texas. By F.W. Arrington, Deputy

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1351

THE STATE OF TEXAS)
COUNTY OF BRAZDRIA)

KNOW ALL MEN BY THESE PRESENTS; THAT I, J.S. McGraw, of the County of Cherokee and State of Texas, for end in consideration of the sum of Twenty-Pive & No/100 Dollars to me in hand paid by J. W. Stone of the County of Harris and State of Texas, the reseipt of which is hereby soknowledged, do by these presents Bergain, Sell, beloase and Forever Quit Claim unto the said J. W. Stone his heirs and assigns, all my right, title and interest in and to that certain tract or parcel of land lying in the County of Brazoria, State of Texas, described as follows, to-wit:

Pive seres of land known as Tract 177, Subdivision B, of the Brazos Coast Investment Company Subdivision in the P. J. Calvit Survey, Abstract 51, and being fully described in deed from Carlos Bee, et al to J.S. NcGraw and recorded in Vol. 93, Page 245, Deed Records of Brazoria County, Teres.

TO HAVE AND TO HOLD the said presises, together with all and singular the rights, privileges and appurtenences thereto in any manner belonging unto thesaid J. W.Stone his heirs and assigns, forever, so that noither I, the said J. S. McGraw ner my beins and assigns, ferever, so that neither I, the said-J. S. McGraw nor my heirs, nor any person or persons claiming under me shall, at any time hereafter, have, claim or demand any right or title to the aforesaid premises or appurtenances, or any part thereoft.

WITNESS my hand at Rusk, Texas this 22nd day of October A.D. 1958.

J. S. NoOres

THE STATE OF TEXAS

(SEAL)

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared J.B. McGraw known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Given under my band and seal of office this the 22d day of October A.D. 1938.

Ous Rumsaville Notary Rublib in and for Cherokee County, Texas.

Filed for record at 6:05 of clock A.M. Feb 15 1939 J.R. Monarch, Clerk County Court Brazonia County, Texas, By P. T.Arrington, Depoint

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with the provisions of this paragraph shall constitute payment with the case legal effect as if received personally by the undereigned, and either of said banks or its successors or any bank with which either may be marged or consolidated shall continue as the depository for such payments thering the life of said lease, regardless of any changes in the constants of said land, the mineral rights therein, or the rentals.

This instrument modified the terms of said original lease only to the extent and in the manner provided for herein and supercedur any change of depository that may have been heretofore executed by the undersigned or his predecessors, and shall bind the heirs, exeouters, administrators, successors and assigns of the undersigned.

DATED March 1st, 1989,

J. M. Copeland

STATE OF TEXAS) 58 COUNTY OF MATAGORDA)

REFORE MR, the undersigned authority, a Notary Public in and for said county and State, on this day personally appeared J. M. Copeland, known to me to be the person whose name (is) subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVER under my hand and seal of office on this, the lat day of March, A.D.

1939. (SEAL)

(SEAL) Kathryne Chenault, Notary Public in and for Matrgorda County, Texas.

My Countsolon expires June 1, 1959
Filed for Record at 8:15 o'clock A. M. Mar 23 1939 J. R. Monarch, Clerk

Gounty Court Erasoria County, Texas By F. W. Arrington, Deputy

2407

THE STATE OF TEXAS) 317/344

COUNTY OF BRAZORIA

KNOW ALL MEN BY THESE PRESENTS:

THAT I, J. W. Stone, of the County of Harris, State of Texas, for and in consideration of the sum of Ten (\$10,00) Dollars and other good and valuable considerations to me in hand paid by Riba Royalty Company, a corporation, the receipt of which is hereby acknowledged and confessed, have granted, sold and conveyed, and by these presents do grant, sell and convey, unto the said Rika Royalty Company, a corporation, of the County of Harris, State of Texas, all that certain property described as follows, to-wit:

(1) An undivided one-half (1/2) interest in end to the following described tract of land:

Pive (5) acres described as Tract 40, Subdivision 10, Brazos Coast Investment Company's Subdivision of P. J. Calvit Survey, Abstract 51, Brazonia County, Texas.

(2) An undivided 1/38md non-participating royalty interest in and to all of the dl, gas and other minerals in and to and under the following described property:

Five (5) agree described as tract No. 180, Subdivision 9, Brakes Coast Investment Company's Subdivision of F. J. Calvit Survey, Abstract 51, in Brakeria County, Texas.

(3) An undivided ene-half (1/2) interest in end to the following described property:

Twenty (20) seres of land described as Tracts 15 and 16, ent of Hooper & Wade Survey, Abstract 421, in Brazoria Courty, Tagas, save and except one-balf of all of the minerals under said property conveyed by granter herein to W. O. Meredith.

(4) An undivided 1/82nd non-participating regulty interest in and to all add, gas and other minerals in and to and under the following described property:

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Five (5) acres described as Treet 188, Subdivision 7, Brance Coast Involumet Company's Subdivision of F. J. Calvit Survey, Abstract Cl., Brancets County, Tunnes.

- (8) An endivided 1/16th non-participating reyalty interest in and to all of the oil, gas and other minerals in and to and under the following described property:
- Pive (5) scree, described as Trint SS, Subidivision 10, Emmes Const Investment Company's Subdivision of F. J. Colvit Survey, Abstract Sl, Brancria Dounty, Tunks.
- -.(6) An unityided one-half (1/8) interest in end to the following described. property:
- Pive (8) some described as Tract 98, Subdivision 10, Brason Coast Investment Company's Subdivision of P. J. Celvit Survey, Abst. 61, Brasonia County, Texas, save end except a 1/16th non-participating regulty interest conveyed by grantor to F. E. Stevens, et al, under date of January 10, 1307.
- (7) An undivided one-half anterest in and to the following described preparty:

 Five (8) acres described as Tract 68, Subdivision 8, Brazes Coast Investment ...

 Company's Subdivision of F. J. Calvit Survey, Abstract 51, in Brazeria County, Texas, ave
 and except a 1/4th non-participating royalty interest conveyed by granter berein to J. C.

 Ehlinger, under date of November 10th, 1938.
- (8) An undivided 1/64th non-participating royalty interest in and to the falled ing described property:
- Pive (5) acres described as Tract 125, Subdivision 9, Erasos Coast Investment Company's Subdivision of F. J. Celvit Survey, Abstract El, in Brasonia County, Taxas.
- (9) Five (5) seres described as treat 118, Subdivision 8, Brance Coast Investment Company's Subdivision of F. J. Calvit Survey, Abstract 51, in Brasoria County, Texas.
- (10) An undivided one-half (1/2) interest in and to the following described property:
- Tem (10) a cres of land described as Tract 13, Ecoper & Wade Survey, Abstract 486, in Brysoria County, Temas, save and except an undivided one-half (1/3) interest in and to all of the oil, gas and other minerals in and to and under said property heretefore conveyed by P. H. Mathews, et al to P. K. Stevens, et al, by mineral deed dated May 22, 1958,

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- (11) An undivided one-half (1/2) interest in and to an undivided one-half (1/2) interest in and to the following described property:
- Pive (E) acres of land described as Tract 21, Subdivision S, Brasca Coast Investment Company's Subdivision of F. J. Calvit Survey, Abstract 51, in Brascria County, Texas, save an's except a 1/64th non-participating royalty interest conveyed by granter to T. T. Stratton.
- (12) An undivided one-sixteenth (1/16th) none-participating rowalty interest. In and to the following described property:
- 19.42 Acres of land, described as tracts A and B, A.C.H. & B. Survey #2, Abstract #537, in Brazoria County, Texas, save and except a 1/64th non-participating royalty here. for tellure conveyed by granter to F. M. Stome, and also save and except 5/512ths non-participating royalty heretofore conveyed by granter to Mrs. Bessie Phillips.
- (15) An undivided one-fourth (1/4th) interest in and to all of the cil, gas and other minerals, in and to and under the following described property to-wit:

Twenty (2) acres of land described as Tracts 5 and 36, H. T. & B. R. R. Survey, Ho. 8, Abstract Lo. 504, in Bruspria County, Taxas, save and except a 1/32nd mineral interest heretofore conveyed by granter herein to Mrs. Bessie Phillips by mineral deed dated
the 21st day of Movember, 1938.

- (14) Pive (5) Acres of lank described as west one-half (1/2) of Lot 15, Hooper is Wade Survey, Abstract 486, Brasoria County, Texas.
- (15) 20.5 acres of land described as Lot 5, Subdivision 26, T. C. R. H. Survey, Section \$4, Abstract \$75, in Brascris County, Texas, save and except an undivided 1/2 interest in and to all of the minerals under said property conveyed by granter herein to F. I. and Stevens, et al., save and except an undivided 1/4th interest in and to all of the minerals under said property heretofore conveyed by granter to H. Hw/lyn Christie, et al..
- (16) Five (5) acres of land described as Treet 188, Subdivision 9, Brases Const Investment Company's Subdivision of P. J. Calvit Survey, Abstract 51, in Braseria County, Tems, save and egospt 2 1/16th non-participating royalty interest in and to said property conveyed by granter to F. E. Stevens, et al., on January 10, 1959; and a 1/32nd non-partisipating regulty interest conveyed by Granter to H. Merlyn Christics et al.
- (17) An undivided 1/32nd non-participating royalty interest in and to the following described property:
- Pive (5) acres of land described as Tract 116, Subdivision 10, Brasos Coust Investment Company's Subdivision of P. J. Calvit.Survey, Abstract 51, in Brasoria County, Texas.
- (18) 15/16ths of all the cil, gas end other minerals in and to and under the following described property:
- 1.43 acres of lam described as Tract 8-B, H. T. & B. Survey, Abstract 472, in Brasoria County, Texas.
- (19) 9.6 acres of land described as Lot 3, Divok 23, T. C. R. R. Survey, Ab atract 675, in Brancria County, Terat, save and except an undivided one-half (1/2) interest in and to all of the oil, gas and other minerals in and to and under said property here-terore conveyed by Grantor to P. K. Stevens, ot al; and there is further reserved and excepted in this amveyance a 1/64th non-participating royalty interest heretofore conveyed by grantor to Mrs. Bessie Phillips by royalty deed dated November 21st, 1938.
- (80) 1/32nd non-perthoips ting royalty interest in and to the following described property:
- 16.7 acres of land described as fract 30, E. T. & B. R. R. Survey, Section 65, Abstract 304, in Brasoria County, Texas.
- (21) 10.8 acres of land described as Lot 1, Block 25, T. C. R. R. Survey, Section #3, Abstract 675, Brazoria County, Texas, save and except an unlevided 1/4th interest in and to all of the cil, gas and other minerals heretofore conveyed by granter to B.

 Merlyn Christie, et al; and there is also reserved and excepted from this conveyance a 1/58nd non-participating royalty interest conveyed by granter to C. H. Davis.
- (32) Six (6) acres of hand described as Tract 16-A H. T. & B. R. E. Survey, ibstract 477, in Bratoria County, Toma, save and except a 1/16th non-participating roy—thy interest in and to said property heretafore conveyed by grantor herein to W. L. Anders.
- At is the intention of this instrument to convey to the Grantse berein any and all interest of the granter, J. W. Stone, in and to any and all of the hereinabove described lots, trucks or parcels of land, who ther said interest be a fee interest, or revalty or mineral interest, and any and all interests of the said J. W. Stone in and to the property bereinabove described in hereby converted to the Rima Royalty Company, a comporation.
- TO HAVE AND TO HOLD the above described premises, together with all and singular the rights and appartenances thereto in anywise belonging, unto the said Rika Hopalty Company, its successors or assigns forever; and I do hereby bind would, my bairs, execu-

entors and administrators, to marrant and forever defend, all and singular the said possion unto the said Rim Beyalty Company, its successors and assigns, against every parases when seever, lawfully claiming, or to claim the same or any part thereof, by, throught or under Grantor, but no further,

WITHESS my band at Hoteton; Tome, this the El day of March, A. D. 1950. J. W. Stone

THE STATE OF TEXAS)
COUNTY OF HARRIS)

REFORE ME, the undersigned authority, on this day personally appeared J. W. Stone, known to me to be the person whose name is subscribed to the foregoing instrument, and solmowledged to me that he executed the same for the purposes and consideration these in expressed.

GIVEN under my hand and seal of office this the filet day of March, A. D. 1939.

(SRAL) Lynne Tamborelle, Notary Public in and for Harris County, Tayms.

Filed for Record at 8:15 o'clock A. M. Mar 25 1939 J. R. Menarch, Clock Com. Court Brasoria Courty, Texas By F. W. Arrington, Deputy

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2408

THE STATE OF TEXAS)

ENOW ALL MEN ET THESE PRESENTS:

THAT, I, Billye N. Resell, a fewe sole, bereinsfier called Grantor (whether one or more), for and in consideration of the sum of One (\$1.00) Deliar cash in hand paid by Rika Royalty Company, a comparation, hereinsfier called Grantoe, the receipt of which is hereby solmowledged, have granted, sold, conveyed, assigned and inlivered, and by these presents do grant, soll, convey, assign and deliver, unto the said Grantoe an undivided Three-fourths (5/4ths) interest in and to all of the oil royalty, gas royalty, and reyalt, in the implement gas, gasoline, and royalty in other minerals in and under, and that may be produced and mined from the following described lands situated in the County of Brasoria and State of Texas, to-wit:

Pive (5) across of land described as Tract #29, Subdivision 10, P. J. Calvit
Survey, Abstract #51, described in deed from McCibbony, et al., to Billys M. Enssell, of
record in Vol. 290, Page 522, Deed Records of Brasoria County, Texas, together with the
right of ingress and egress at all times for purpose of miring, drilling and exploring sai
lands for oil, gas and other minerals and resoving the same therefrom. This grant shall
run, and the rights, titles and privileges hereby granted shall extend to Grantee herein,
sur to Grantee's beirs, administrators, executors and sasigns,

And it is further understood and agreed that notwithstanding the Grantee does no by those presents acquire any right to participate in the making of future oil and gas mining leases on the portion of said lands not at this date under lease, nor of participating in the making of future leases, should any existing or fature leases for any reason became cancelled by forfeited, nor of participating in the bonus or homess which Granter herein shall receive for any future lease, nor of participating in any restal to be paid for the privilege of deferring the commonwement of a well under any lease, now or hereafte

MOVERNMENDES, during the term of this grant, neither the Granter nor the heise, administrators, executors and assigns, of the Granter shall make or enter into any lease or contract for the development of said land or any portion of some for ail, gas or other minerals, unless each an I every such lease, contract, leases or contracts, shall provide

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needful in the preservation and maintenance of the said work of improvement; and the further perpetual right and easement to deposit dredge material during construction and maintenance of the waterway on:

The land of the party of the first part adjoining the tract or parcel herein conveyed, being all of Lot No. 20 of the Brasos Const Investment Company's Sub-division No. 8, not herein conveyed for right-of-way purposes, containing 2.9 sores, more or less,

RESERVING HOWEVER TO THE party of the first part, his heirs and assigns, all such rights and privileges in said tract or percel of land as herein/sonveyed and not converted into public navigable waters as may be used and enjoyed without interforing with or abridging the rights and easyments hereby conveyed to the party of the second part.

TO HAVE AND TO HOLD the said rights and easments, unto the party of the second part, the United States of America, and its assigns, for the purpose aforesaid forever. And the said party of the first part, for himself end for his heirs and assigns, does hereby orwenent with the purty of the second part and he is lawfully seized in fee of the .foregranted premises; that the . .id premises are free from all enoughrances; that he bar & od right to sell and sonvoy same as aforesaid; and that he will warrant and defend the title of the same to the said party of the second part, and its/assigns, against the lawfu; claims and demands of all persons.

The party of the first part does hereby waive and release the . Atad States of America, its officers, agents, servants and contractors from any and all claim for damages which may result from the construction and maintenance of wallorway, and the deposit of spoil or other matter; this waiver and release of damages buing intended ... continuing covenant which shall run with the kind and be binding upon the party of the first part and on his successors in ownership of said land.

IN WITHESS WHEREOF, the said grantors, party of the first part, has set hereto his hand and seal on the day and year above written.

W.B.Sargeant

Geo. T. Geran Kathryn J. Luach STATE OF OHIO

COUNTY OF MARION

Before me, Notary Public in and for Marion County, Ohio, on this day personally appeared W.B. Sargeant known to me to be the person whose name is subscribed to the foregoing instrument, and asknowledged to me that he executed the same for the purposes and consideration therein expressed,

Given under my hand and seal of office this 4 day of May A.D. 1957.

Geo. T.Geren Notary Public Marion County, Ohio.

Filed for record at 11:30 o'clock a. M. May 18 1939 J.R. Monarch, Clerk County Court, Brazoria County, Texas. By P.W.Arrington, Deputy

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7246 (Louisians-Texas Intracoastel W.W.) 575/54

This Deed, made this 16th day of Pebruary 1939, between H. Merlyn Christie, S. E. Dunnam, Jr. of Harris Co. Texas und Eleanor Stevens Vaughn (Nee Eleanor A.Stevens) joined herein by her husband H. M. Vaughn of No. 1424, 17th St. Port Arthur, Texas, parties of the first part, and the United States of America, party of the second part, witnesseth, that:

WHEREAS the said parties of the first part are the owners of an interest in a tract or percel of land situated in Bre

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.e, and more particularly

bounded and described as follows: Enown as Tract No. 42, on the map of the Intracoastal Canal Waterway, dated October 30, 1936, certified to by E. H. Marks, Lt. Col. Corps of Engineers, U. S. Army, and duly filed for record in the office of the County Clerk of Brazors County, Texas, the reference line of which is actually now marked on the ground by monuments, said reference line being parallel to and 150 feet on the north side thereof from the center line of said Waterway, said traot herein being described as follows:

Beginning at a point which is the intersection of the Mortherly right-of-way like of the Louisiana and Texas Intracoastal Waterway and the west line of the 5-acre tract known iss Lot No. 21 of the Brazes Coast Investment Company Sub-Division No. 8, F. J. Calvit Survey, Abstract No. 51, Brazeria County, Texas; said west line of Lot No. 21 intersects the reference line tangent of the Louisiana and Texas Intracoastal Waterway opposite center line Station 202+757.0; thence in a northeasterly direction along the north right-of-way line of said
the North right-of-way Intraconstal Waterway to an angle to the right; thence in a northeasterly dis stion slong lie to an intersection with the wast line of said Lot No.21; thence in a Southeasterly direction all said east line to an intersection with the north bank of the eld Intraconstal Canal; thence in a southwesterly direction along said north bank to an intersection with the west line of said Lot No. 21; thence along said west line in a northwesterly direction to the point of beginning. All as shown by the said map and containing 2.1 acres, more or less.

AND WHEREAS the party of the ascond part is carrying on the work of constructing, improving and maintaining an intracoastal Waterway from the Mississippi River at or near New Orleans, La., to Corpus Christi, Texas, in accordance with a project duly authorised by Congress, and the said treet of land is required for canal purposes and fight-of-way purposes

in connection with the said work of improvement.

NOW THEREFORE, THE SAID parties of the first part, for and in consideration of the sum of Fifteen & no/100 Dallars, paid on behalf of the said marty of the second part, tho receipt of which is hereby acknowledged, have granted, bargained and sold, and do hereby grant, bargain, call and convey unto the said party of the second part and its assigns the perpetual right and easement to enter upon, dig or out away and remove any or all of the hereinbefore described tract of land as may be required at any time in the prosecution of the aforesaid work of improvement, or any enlargement thereof, and maintain the portion so cut away and removed as a part of the navigable waters of the United States; and the further perpetual right and essement to enter upon, occupy and use any portion of said truct or parcel of land as herein conveyed, not so cut away and converted into public navigable water us aforesaid, for the deposit of dredge material, and for such other purposes as may be needfin the proservation and maintenance of the said work of improvement; and the further perpetuaright and easement to deposit dredged material during construction and maintenance of the waterway on:

The land of the party of the first part adjoining the tract or parcel herein conveyed, being all of Lot No. 21 of the Brazos Coast Investment Company Sub-division No. 8, not here'n conveyed for right-of-way purposes, containing 2.9 acres, more or less.

RESERVING, HOWEVER, to the parties of the first part, their heirs and assigns, all such rights and privileges in said tract or parcel of land as herein conveyed and not converted into public navigable waters as may be used and enjoyed without interfering with or abridging the rights and essements hereby conveyed to the party of the second part.

TO HAVE AND TO HOLD the said rights and easements unto the party of the second part, the United States of America, and its essigns, for the purpose aforesaid forever.

The parties of the Cirst part do hereby waive and release the United States of America, its officers, agents, servants and contractors from any and all claims for damages which may result from the construction and maintenance of waterway, and the deposit of spoil

or other matter; this waiver and release of damages being intended as a continuing covenant which shall run with the land and be binding upon the parties of the first part and on their successors in ownership of said land.

IN WITHESS WHEREOF, the said grantors, parties of the first part, have set hereto their hands and seal on the day and year above written.

Eleanor Stevens Vaughn

H. Merlyn Christie

H. X. Vaughn

S.E. Dunnam, Jr.

STATE OF TEXAS)
COUNTY OF HARRIS)

Before me, a Notary Public in and for Harris County, Texas, on this day personally appeared H. Merlyn Christic and S. E. Dunnam, Jr. known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for two purposes and consideration therein expressed.

Given under my hand and seal of office this 16th day of Pebruary A. D. 1939.

(SEAL) Paul E.Daugherty Notary Public in and for Harris County, Texas.

STATE OF TEXAS

STATE OF TEXAS

Before me, a Notary Public in and for Jefferson County, Texas, on this day personally appeared H. M. Vaughn known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Given under my hand and scal of office this 21 day of Feb. A.D. 1939.

(SEAL) F.T. Smith Notary Fublic Jefferson County, Texas.

THE STATE OF TEXAS)
COUNTY OF JEFFERSON)

Before me, a Notary Public in and for Jefferson County, Texas, on this day personally appeared Eleanor Stevens Vaughn wife of H. M. Vaughn known to me to be the person whose name is subscribed to the foregoing instrument, and having been examined by me, privily and apart from her husband, and having the same fully explained to her, she the said Eleanor Stevens Vaughn acknowledged such instrument to be ner act and deed, and declared that she had willingly signed the same for the purposes and consideration therein expressed and that she did not wish to retract it.

Oivon under my hand and seal of office this 21 day of February A.D. 1939.

(SEAL) P.T. Smith Notary Public, Jefferson County, Texas.

Filed for record at 11:30 e'clock A. K. Way 19 1939 J.R. Monarch, Clerk County Court, Brazoria County, Texas. By P.W. Arrington, Deputy

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4079

Inclosure No. 52 7245 (Louisiana-Texas Intracoastal W.W.) 575/52

TTIS DEED, made this 30th day of April 1937, between 2.T.Stratton, Mrs. R. M. Lee, a sidow and Mary Louise Lee, a feme cole, of Brazoria County, State of Texas party of the first part, and the United States of America, party of the second part, witnesseth, that:

WHENEAS the said party of the first part is the owner of the fee simple of a tract or parcel of land situated in Brazoria County, State of Texas, and more particularly bounded and described as follows: Enown as Tract No. 42 in the map of the Intracoastal Canal Waterway, dated October 30, 1936, certified to by E. H. Marks, Lt. Col. Corps of Engineers, U.S.Army, and duly filed for record in the office of the County Clerk of Brazoria County, Texas, the reference line of which is actually now marked on the ground by monuments, said

or other matter; this waiver and release of demages being intended as a continuing occesant which shall run with the land and be binding upon the parties of the first part and on their successors in ownership of said land.

IN WITHESS WHEREOF, the said grantors, parties of the first part, have set hereto

Sleanor Stevens Vaughn

H. Merlyn Christie

H. M. Vaughn

their hands and seal on the day and year above written,

S.E. Dunnan, Jr.

STATE OF TEXAS

COUNTY OF HARRIS

Before me, a Notary Public in and for Harris County, Texas, on this day personally appeared H. Merlyn Christie and S. E. Dunnam, Jr. known to me to be the person whose name is subscribed to the foregoing instrument, and solmowledged to me that he executed the same for two purposes and consideration therein expressed.

Given under my hand and seal of office this 16th day of Pebruary A. D. 1939.

(SEAL) Paul E.Daugherty Notary Public in and for Harris County, Texas.

STATE OF TEXAS

COUNTY OF ___

Before me, a Notary Fublic in and for Jefferson County, Texas, on this day personally appeared H. M. Vaughn known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Given under my hand and soal of office this 21 day of Feb. A.D. 1939.

(SEAL) P.T. Smith Hotary Fublic Jeffereon County, Texas.

THE STATE OF TEXAS)

COUNTY OF JEFFERSON)

Before me, a Notery Public in and for Jefferson County, Texas, on this day personally appeared Eleanor Stevens Faughn wife of H. K. Vaughn known to me to be the person whose name is subscribed to the foregoing instrument, and having been examined by me, privily and apart from her humband, and having the same fully explained to her, she the said Eleanor Stevens Vaughn admostledged such instrument to be ner act and deed, and declared that she had willingly signed the same for the purposes and consideration therein expressed and that she did not wish to retract it.

Given under my hand and seul of office this 21 day of February A.D. 1930.
(SEAL) P.T. Smith Notery Public, Jefferson County, Terms.

Filed for record at 11:30 o'clock A. M. May 19 1939 J.R. Monarch, Clerk County Court, Brazeria County, Texas. By F.W. Arrington, Deputy

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Inclosure No. 52
7245 (Louisiana-Texas Intracoastal W.W.) 575/52

THIS DEED, made this Joth day of April 1937, between F.T.Stratton, Mrs. R. M. Lee, a widow and Mary Louise Lee, a feme sole, of Brazoria County, State of Texas party of the first part, and the United States of America, party of the second part, witnesseth, that:

WHEREAS the said party of the first part is the owner of the fee simple of a tract or parcel of land situated in Brazoria County, State of Texas, and more particularly bounded and described as follows: Known as Tract No. 42 in the map of the Intracoastal Canal Waterway, dated October 30, 1636, certified to by E. H. Marks, Lt. Col. Corps of Engineers,
U.S.Army, and duly filed for record in the office of the County Clark of Brazoria County,

Texas, the reference line of which

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the ground by monuments, said

line being perallel to and 150 feet on the north side thereof from the center line of said Weterway, said tract herein being described as follows:

beginning at a point which is the intersection of the Northerly right-of-way linthe Louisiana and Texas Intracoastal Waterway and the west line of the 5-acre treet known a
Lot No. 21, of the Brasos Coast Investment Company Subdivision No. 8, F. J.Calvit Survey,
Abstract No. 51 Brazoria County, Texas; said west line of Lot No. 21 intersects the reference
line tangent as the Louisiana and Texas Intracoastal Waterway opposite center line Station
2.02.757.0; thence in a northeasterly direction along the north right-of-way line of said
Intracoastal Waterway to an angle to the right; thence in a northeasterly direction along
the north right-of-way line to an intersection with the east line of said Lot No. 21; then.
In a southeasterly direction along said east line to an intersection with the north bank o
the old Intracoastal Canal; thence in a southwesterly direction along said north bank to
an intersection with the west line of said Lot No. 21; thence along said west line in a
northwesterly direction to the point of beginning. All as shown by the said map and conta
ing 2.1 scree, more or less.

It being intended by this instrument to convey an essement and right-of-way and i give permission for necessary spoil dump as hereinafter recited, over all lands that first party may own adjacent to the Louisiana and Texas Intracoastal Vaterway in Brasoria County. Texas, and over which the Intracoastal Waterway will be constructed and maintained by the party of the second part, the said right-of-way and spoil dump, however, to conform to the map of the Louisiana and Texas Intracoastal Waterway on record in the office of the County Clerk of Brazoria County, Texas.

AND WHEREAS the party of the second part in carrying on the work of constructing, improving and maintaining an intracoastal Waterway from the Mississippi River at or near lies Orleans, La., to Corpus Christi, Texas, in accordance with a project duly authorized by Congress, and the said tract of land is required for canal purposes and right-of-way purpose in connection with the said work of improvement.

sum of one & Ko/100 Dollars, neid on behalf of the said party of the second part, the receive of which is hereby acknowledged, has granted, bargained and sold, and does hereby grant, bargain, sell and convey unto the said party of the second part and its assigns the perpeturight and easement to enter upon, dig or cut away, and remove any or all of the hereinbeford described tract of land as may be required at any time in the prosecution of the aforesaid work of improvement, or any enlargement thereof, and maintain the portion so cut away and removed as a part of the navigable waters of the United States; and the further perpetual right and easement to enter upon, occupy and use any portion of said tract or parcel of land as herein conveyed, not so cut away and converted into public navigable water as aforesaid, for the deposit of dredged material, and for such other purposes as may be needful in the preservation and maintenance of the said work of improvement; and the further perpetual right and easement to deposit dredged material during construction and maintenance of the waterway on:

The lind of the verty of the first part adjoining the tract or parcel herein sonveyed, being all of Lot No. 21 of the Brazos Coast Investment Company Sub-Division No. 8, not herein conveyed for right-of-may purposes, containing 2.9 scres, more or less.

RESERVING, however, to the party of the first part, his heirs and sesigns, all surights and privileges in said tract or parcel of land as herein conveyed and not converted into public navigable waters as may be used and enjoyed without interfering with to abridgis the rights and essements hereby conveyed to the party of the second part.

part, the United States of America, and its assigns, for the purpose aforesaid forever. And the said party of the first part, for himself and for his heirs and assigns, does hereby covenant with the party of the second part; and he is lawfully seized in fee of the aforegranted premises; that the said premises are free from all endumbrances; that he has good right to sell and convey same as aforesaid; and that he will surrent and defend the title of the same to the said party of the second part, and its assigns, against the lawful claims and demands of all persons.

The party of the first part does hereby waive and release the United States of America, its officers, agents, servents and contractors from any and all claim for damages which may result from the construction and maintenance of waterway, and the deposit of spoil or other matter; this waiver and release of damages being intended as a continuing covenant which shall run with the land and be binding upon the party of the first part and on his successors in ownership of said land.

IN WITNESS WHEREOF, the said granturs, party of the first part, have set hereto their hands and seal on the day and year above written.

T.T.Stratton Mrs. R. M. Lee Mary Louise Lee

STATE OF TEXAS)
COUNTY OF BRAZORIA)

BEFORE ME, A Notern Public in and for Brazoria County, Texas, on this day personally appeared T.T. Stratton and Mrs.R. M. Lee a widow, both known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they executed the same for the purposes and consideration therein expressed.

Oliven under my hand and seal of office this 5th day of Nay A.D. 1937.

(SEAL) Vivian Conant Notery Public Brazoria County, Texas.

STATE OF TEXAS)
COUNTY OF DENTON)

BEFORE ME, a Notary Public in and for Denton County, Texas on this day personally appeared Mary Louise Lee, a feme sole, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that she executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this 7 day of May A.D. 1937.

(SEAL) W.E. Loveless Notary Public Denton County, Texas.

Piled for record at 11:30 o'clock A. M.May 18 1939 J.R. Monarch, Clerk County County Brazoria County, Texas. By P.W.Arrington, Deputy

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4080

Inclosure No. 48
7245 (Louisiana-Texas Intracoastal W.E.) 57/48

This Deed, made this 26 day of February 1939, between Sadye Rice McNutt, joined pro forms by H. M. McNutt, and Hudson D. Rice of Dallas County, State of Texas party of the States part, and the United States of America, party of the second part, witnesseth; that;

WHEREAS, the said party of the first part is the owner of the fee simple of a tract or parcel of land situated in Brazoria County, State of Texas, and more particularly bounded and described as follows: Known as Tract No. 37 on the map of the Intracoastal Canal Materway, dated October 30, 1936, certified to by E. H. Marks, Lt. Col.Corps of Engineers, U.S. Army, and duly filed for record in the office of the County Clark of Prescrie County.

or cutting away and removing any or all of the hereinbefore described land as may be required in the construction and maintenance of the canal on said property as a part of the navigable water of the United States, it being understood that as to any pertion of said land not actually included in said canal, this essement shall terminate and revert to grantor. Orantor further quitclaims and releases unto grantee, the essement to deposit dredged material on any portion of said tracts not berein quitclaimed.

It is specifically understood that grantor excepts from this quitolaim and releases and reserves unto itself all of the cil, gas and other minerals in, under and that may be produced from the above described land, together wish the right of ingress and egress at all times to drill, mine for and produce same and to erect all structures and makes all improvements necessary or convenient for such mining, drilling, production, transportation or storage of cil, gas or other minerals, provided only that no such structure shall be erected in the canal proper, it being specifically understood that the reserved rights of possession apply to all portions of said land except those actually occupied by the canal proper.

Upon failure of the grantee to dig and construct a canal across said premises within five (5) years from the date vereof, all rights hereby quitclaimed shall revert to and revest in grantor and in the event that said canal once constructed should cease to be used as a portion of the IntraconstalCanal, then all rights granted hereunder shall revert to and revest in analter.

TO HA AND TO HOLD the right, title and interest of grantor in and to the rights and excements so quitclaimed unto the United States of America and its assigns for the sole purposes set forth above.

It is specifically understood that this release and quitclaim is without warranty of any kind on the part of Sun Dil Company and none shall be implied from the terms hereof.

IN TENTIMONY SHEREOF, witness signature of Sun Oil Company by its agent and attorney-in-fact throught duly authorized on this 24th day of February, A.D. 1939.

O.K. as to form E.J.C. SUN OIL COMPANY

BY R.W. Pack Agent and Attorney-in-fact

THE STATE OF TEXAS)
COUNTY OF JEFFERSON)

EEFORE KE, the undersigned authority, on this day personally appeared R.W. Pack, agent and attorney-in-fact for Sun Oil Company, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed and in the capacity therein stated.

Given under my hand and soul of office this 24th day of February, A. D. 1939.

(SEAL) | Jo Arnett Notary Sublic in and for Jefferson County, Texas.

Filed for record at 11:30 o'clock A.M. May 18 1939 J.R. Monarch, Clerk County Court Bratoria County, Texas.By F.W. Arrington, Deputy

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Tructs Nos. 26 and 43 Inclosure No. 37 7249 (Louisiane-Texas Intracoastal W.W.) 575/87

This Deca, made this 16th day of Pabruary 1939, between J. W. Stone, of harris Counce State of Texas, party of the first part, and the United States of America, party of the second part, witnesseth, that:

FHEREAS the said party of the first party of the party of the of the said money and money and the first party of the first part

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particularly bounded and described as follows: Known as Tracts Sca. 26 and 42 on the map of the Intracoastal Canal Materway, dated October 50, 1936, certified to by E. H. Marks, Lt. Col. Corps of Engineers, U. S. Army, and duly filed for record in the office of the County Clerk of Brazoria County, Texas, the reference line of which is actually now marked on the ground by monuments, said reference line being parallel to and 150 feet on the north side thereof from the center line of said Materway, said tracts herein being described as follows:

Beginning at a point which is the intersection of the northerly right-of-way line of the Louisiana and Texas Intracoastal Waterway and the west line of the R. I. Perkins 5-asret tract known as Lot No. 37; of the Brazos Coast Investment Company's Subdivision No. 8, P. J. Calvit Survey, Abstract No. 51, Brazoria County, Texas; said west line of Lot No. 37 intersect the reference line tangent of the Louisiana and Texas Intracoastal Waterway opposite center line station 199+308.27; thence along the northerly right-of-way line in a northeasterly direction to an intersection on the northerly right-of-way line opposite center line station 199+203.5; thence in a north easterly direction to an intersection on the northerly right-of-way line opposite center line station 199+043.7; thence continuing in a southeasterly direction along the northerly right-of-way line of the said Waterway to an intersection with the east line of said Lot No. 37; thence in a southeasterly direction along the east line of said Lot No. 37; thence in a southeasterly direction along the east line of said Lot No. 37; thence in a northwesterly direction along said west line to the place of beginning. All as shown by said map and containing 2.2 acres, more or less.

Pract No. 42

Tract No. 26

Beginning at a point which is the intersection of the Northerly right-of-way line of the Louisians and Texas Intracoastal Waterway and the west line of the 5-sore tract known as Most No. 21 of the Brazos (cast Investment Company Sub-Division No. 8, F. J.Calvit Survey,
Abstract No. 31, Brazoria County, Texas; said west line of Lot No. 21 intersects the reference line tangent of the Louisians and Texas Intracoastal Waterway opposite center line station 202+757.0; thence in a northeasterly direction along the north right-of-way line of said Intracoastal Waterway to an angle to the right; thence in a northeasterly direction along the north right-of-way line to an intersection with the east line of said Lot No. 21; thence in a southeasterly direction along said sast line to an intersection with the north bank of the old Intracoastal Canal; thence in a southwesterly direction along said north bank to an intersection with the west line of said Lot No. 21; thence along said west line in a north-westerly direction to the point of beginning. All as shown by the said map and containing 2.1 acres, more or less.

AND WEEREAS the party of the second part is carrying on the work of constructing, improving and maintaining an increconstal Waterway from the Missizsippi River at or near New Cricans, La., to Corpus Christi, Texas, in accordance with a project duly authorized by Congress, and the said tracts of land are required for canal purposes and right-of-may purposes in connection with the said work of improvement.

Now Therefore, the said party of the first part, for and in consideration of the sum of __ Dollars, raid on behalf of the said party of the second part, the receipt of which is hereby acknowledged, has granted, bergained and sold, and does hereby grant, bergain, sail and convey unto the said party of the second part and its assigns the perpetual right and easement to enter upon, dig or out away, and remove any or all of the hereinbefors described tracts of land as may be required at any time in the prosecution of the aforesaid work of improvement, for any enlargement thereof, and maintain the portions so out away and removed as a part of the

neyigable waters of the United States; and the further perpetual right and easement to enter upon, becopy and use any portion of said tracts or percels of land as herein conveyed, not so out sway and converted into public navigable water as aforesaid, for the deposit of dredged material, and for such other purposes as may be needful in the preservation and maintenance of the said work of improvement; and the further perpetual right and easement to deposit dredged material during construction and maintenance of the waterway on:

Tract No. 26

The land of the party of the first part adjoining the tract or parcel herein conveyed, being all of Lot No. 37 of the Brazos Coast Investment Company's Sub-division No. 8, not herein conveyed for right-of-way purposes, containing 2.8 acres, more or less.

Tract No. 42

The land of the party of the first part adjoining the tract or parcel herein conveyed, being all of Lot No. 21 of the Brazos Coast Investment Company Sub-division No. 8, not herein conveyed for right-of-way purposes, containing 2.9 acres, more or less.

RESERVING, HOWEVER, TO THE party of the first part, his heirs and essigns, all such rights and privileges in said tracts or parcels of land as herein conveyed and not converted into public navigable waters as may be used and enjoyed without interfering with or abridging the rights and essements hereby conveyed to the party of the second part.

TO HAVE AND TO HOLD the said rights and easements unto the party of the second part, the United States of America, and its assigns, for the purpose aforesaid forever.

The granter hereby expressly reserves the right of ingress and egress at all limes for the purpose of mining, drilling and exploring for oil, gas and other minerals, and removing the same, insofar as all of Lots 37 and 21 of Brazos Coast Investment Subdivision 8 are concerned, save and except the 300 foot strip of land across said tracts which is to be used for the Intracoastal Canal Waterway, same being the property upon which an essement is hereby granted and conveyed, said development to not in any way affect or be applicable to the property upon which easement is hereby granted for said canal waterway.

The party of the first part does hereby waive and release the United States of America, its officers, agents, servants and contractors from any and all claims for demages which may result from the construction and maintenance of waterway, mu the deposit of spoil or other matter; this waiver and release of damages being intended as a continuing covenant, which shall run with the land and be binding upon the party of the first part and on his successors in ownership of said land.

IN WITHESS WHEREOF, the said grantor, party of the first part, has set hereto his hand and seal on the day and year above written.

J. W. Stone

COUNTY OF HARRIS (

Before me, Billye M. Russell Notary hublic in and for Narris County, Texas, on this day personally appeared J.W.Stone known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this 16th day of February A.D. 1939.

(SEAL) Billye M. Russell Notary Public Herris Councy, Texas.

Filed for record at 11:30 o'clock A. M. May 18 1930 J.R. Monarch, Clerk County Court, Brazorie County, Toxes. By F.W.Arrington, Deputy

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GIVEN under my hand and seel of office, this 3rd day of August, A. D. 1950.

(SEAL) B. F. Dryzdele Notery Jublic within and for Brazoria County, Taxas.

Piled for Recard at 1:50 o'clock P M Aug 4 1939 J. R. Monarch Clerk County Court, Bratoria County, Texas By P. W. Arrington Deputy

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5523

THE STATE OF TEXAS,)

COUNTY OF BRAZORIA }

KNOW ALL MEN BY THESE PRESENTS: That I, W. C. Neglveen, a single man, of the County of Brandria State of Texas, for and in consideration of the som of Three Bundred Fifty (\$350.00) Dollars, to me in hand paid by Barold Guesy and Margaret Casey, the receipt of Which is hereby acknowledged, have Granted, Sold and Conveyed, and by these presents do Grant, Sell and Convey unto the said Barold Casey and Margaret Casey of the County of Brandria, State of Texas, all that certain Tract or parcel of land known as Lot No. Four (4) in Block No. Communication to the City of Alvin, in Alvin, Brandria County, Texas.

TO HAVE AND TO HOLD the above described premises, together with all and singular, the rights and appurtements thereto in anywise belonging unto the said Barold Casey & Margaret Casey, their heirs and easigns forever; and I do hereby bind myself, my heirs, executors and administrators, to Warrant and Porever Defend all and singular the said premises unto the said Haroli Casey and Margaret Casey, their heirs and assigns, against every person whomsoever lawfully claiming, or to claim the same or any part thereof.

WI THESS my hand __/Alvin, Texas, this 3rd day of August A. D. 1939

W. C. McElven

THE STATE OF TEXAS. > COUNTY OF BRAZOFIA

BEFORE ME, the undersigned, a Notary Public, in and for said County, Texas, on this day personally appeared W. C. McElveen, a single man known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN under my hand and seel of office, this 3rd day of August, A. D. 1930. (SEAL) B. P. Dryedule Notery Public within and for Brazeria County, Texas.

Filed for Record at 1:30 o'clock P H Aug 4 1939 J. R. Monarch Clerk County Court, Erazoria County, Texas By F. W. Arrington Deputy

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5524

TRACT NO. 42.

THIS DEED, made this End day of August, 1939, between Rike Royalty Co., a corporation, of Harris County, State of Texas, party of the second part, witnesseth that;

WHEREAS the sold party of the first part is the owner of an undivided interest in a tract or parcel of land situated in Arteoria County, State of Texas, and more particularly bounded and described as follows: Known as Tract No. 42 on the map of the Intraconstal Canal Materway, dated october 30, 1936, certified to by E. H. Marks, LT. Col. Corps of Engineers, U. 3. Army, and duly filed for record in the office of the County Clerk of Brazoria County, Texas, the reference line of which is actually now marked on the ground by monuments, said reference line being parallel to and 150 feet on the north side thereof from the center line of said Materway, seid trust herein being described as follows:

BEGINNING at a point w

the Mortherly right-of-way line of

the Louisiana and Texas Intraceastal Waterway and the west line of the 5-care tract known as Lot. No. 21 of the Bresos Coast Investment Company Sub-Division No. 8, F. J. Onlyit Survey, Abstract No. 51, Brazoria County, Texas; said west line of Lot No. 21 intersects the reference line tangent of the Louisians and Texas Intracoustal Suterway opposits center line Station 202/757.0; thence it, a northesatorly discrition along the north right-of-way line of said Intraconstal Materway to an engle to the right; thense in a northeasterly direction along the north right-of-way line to an intersection with the east line of said Let. So. Al; thence in a routhessterly direction along said east line to an intersection with the north bank of the ald Intracreatel Canal; thence in a southwesterly direction along said north bank to an intersection with the west line of said lot No. Al; thence along said west line in a northwesterly direction to the point of beginning. All as shown by the said map and containing 2.1 zeros, more or less.

AND EMERICAS the party of the second part is carrying on work of ecustructing, improving and maintaining an Intracoastal Waterway from the Mississippi River at or mear New Orleans, La., to Corpus Christi, Texas, in accordance with a project duly authorised by Congress, and the said tract of land is required for sanal and right-of-way purposes in commection with the said work of improvement.

ECM THEREPORE, the said party of the first part, for and in consideration of the sum of one dollar and other good and valuable considerations, paid on behalf of the said party of the second part, the receipt of which is hereby acknowledged, has, insofar as its interest in said tract is noncerned, granted, bargained, and sold; and does hereby grant, bargain, sell, and convey unto the said party of the second part and its sasigns, the perpetual right and easement to enter upon, dig or cut away, and remove any or all of the hereinbefore described tract of land as may be required at any time in the prosecution of the aforesaid work of improvement, or any enlargement thereof, and maintain the portion so out away and removed as a part of the navigable waters of the United States; and the further perpetual right and easement to enter upon, occupy, and use any portion of said tract or parcel of land as herein conveyed, not so mit away and converted into public navigable waters as aforesaid, for the deposit of dredged material, and for such other purposes as may be needful in the preservation and maintenance of the said work of improvement; and the further perpetual right and easement to deposit dradged material during construction and maintenance of the waterway on:

The land of the party of the first part adjoining the tract or parcel herein conveyed. being all of Lot No. 21 of the Brazos Coast Investment Company Sub-division No. 8, not herein conveyed for right-of-way purposes, containing 2.0 acres, more or less.

RESERVING, HOWEVER, to the party of the first part, its heirs and masigns, all such rights and privileges in said tract or parcel of land as herein conveyed and not converted into public navigable waters as may so mod and enjoyed without interfering with or shridging the rights and essentate hereby emvoyed to the party of the second part,

There is reserved from this convoyance all oil, gas and other minerals in and to and under the property horeby occaviyed, and granicy horeby expressly reserves the right of ingress and ogress at all times for the purpose of mining, drilling sud exploring for oil, gas and other minerals, and removing the same, asid development to not in any way affect or be applied cable to the property upon which exament is hereby granted for said capal waterway.

TO HAVE AND TO HOLD the said rights and easements unto the party of the second part, ; the United States of America, and its assigns, for the purposes aforesaid forever.

The party of the first part does hereby waive and release the United States of America, its officers, agents, servants and contractors from any and all claims for demages which may result from the construction and maintenance of the vaterway, and the deposit of

spoil or other matter, this waiver and release of demages being intended as a centiming covenant which shall run with the land and be binding upon the party of the first part and its successors in ownership of paid land.

IN WITERSS WHEREOF, the said party of the first part has not herete its hand and a on the day and year above written.

Rika Royal ty Co.

ATTEST: R. Melevinsky

By J W Stone President

STATE OF THEAS

COUNTY OF MARRIE)

BEFORE Wh, Billys M. Russell, a Notary Public in and for Marris County, Texas, on this day personally appeared J. W. Stone, known to me to be the person whose name is subscribed to the foregoing instrument of writing as President of Rika Royalty Co., and acknowledged to me that he executed the same in his capacity of President of Rika Royalty and as the act and deed of said Rika Royalty Co. for the purposes and consideration thereis expressed.

GIVEN under my hand and seal of office this 2nd day of August 1959.

(SEAL) Billye N. Russell Botary Public In and for Harris County, Texas

Filed for Record at 1:35 o'clock P N Aug 4 1939 J. R. Monarch Clerk County County State County, Texas By F. W. Arrington Deputy

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5625

THE STATE OF TEXAS,)
COUNTY OF BRAZORIA)

THAT Was. Louelle B. Burroughs of Bexar County, Texas, in consideration of the sum \$15.50 and other good and valuable considerations in hand paid by Breseria County, asting through the Commissioners! Court of said County, receipt of which is hereby acknowledged, by these presents grant, bargain, sell and convey unto Preseria County, the free and uninterrupted use, liberty and privilege of the passage in, along, upon and across the following lands in Bresoria County, Texas, comed by us. to-wit:

Said land being a part of Lot No. 7, Mick No. 33, and all of Lot No. 7, Black No. of the old town of Brazoria, Texas. Said partial lot described as follows:

No. 7 and the south right-of-way of the bridge approach as laid out and to be built;

Thence along said right-of-way 76 ft. to the S. W. line of said Lot No. 7; Thence N. 45 deg. W. 15 ft.;

Themes N. 45 deg. E. 60 ft. to the place of beginning, containing 0.010 mores of language or least.

For the purpose of opening, constructing and maintaining a permanent road or State Righway along, upon and across usid premises, with the right and privilege at all times of the granherein, his or its agents, employees, workmen and representatives having ingress, egress at regress in, along, upon and ecross said premises for the purposes of making additions to, improvements on and repairs to the said road or highway, or any part thereof.

TO MAVE AND TO HOLD unto the said Brazoria County as aforesaid for the purposes aforesaid the premises above described.

WITHESS my hand this 2nd day of Aug, A. D. 1939

Krs. Lowella B. Burroughs 227 Rose Street San Antonio Texas 361 107

It is the intention hereof to convey all of the property belonging to the Rika Royalty Company, whereover the same may be situated, as well as any and all claims, and all the assetts belonging to the Rika Royalty Company unto the said J. W. Stone.

TO HAVE AND TO HOLD the above described premises, together with all and singular the rights and appurtenances thereto in anywise belonging unto the said J. W. Stone, his heirs and assigns forever and the said Corporation does hereby bind itself, its successors and assigns, to Warrent and forever defend, all and singular the said premises unto the said J. W. Stone, his heirs and assigns, against every person whomsoever lawfully claiming, or to claim the same, or any part thereof/

IN WITHESS WHEREOF, the said Corporation has caused these presents to be signed by its duly sutherized officers and to be sealed with the Seal of the Corporation, at Houston, Texas, this the 31st day of December, A. D. 1942.

(CORP. SEAL)

RIKA ROYALTY COMPANY

ATTEST: Mary Ethel Paine

By J W Stone President.

THE STATE OF TEXAS)

COUNTY OF HARRIS

BEFORE ME, the undersigned, a Natary Public in and for said County and State, on this day personally appeared J. W. Stone, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of the said Rike Royalty Company, a corporation, and that he executed the same as the act of such corporation for the purposes and consideration therein expressed, and in the capacity therein stated.

OFVEN under my hand and seal of office this the 31st day of December 1942 (SEAL) Morris Jamison Notery Public in and for Harris County, Texas.

Filed for Record at B:30 O'Clock A.M. Feb 12 1943 J. R. Monarch. Clerk County Court, Brezoria County, Texas By Alice Sanders Daputy

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THE STATE OF TEXAS)
COUNTY OF BRAZORIA)

KNOW ALL MEN BY THESE PRESENTS:

THAT RIKA ROYALTY COMPANY, a Corporation, duly organized and existing under the laws of the State of Texas, for and in consideration of the sum of Ten (\$10.00) Dollars and other good and valuable considerations to it in hand paid by J. W. Stone, in cash, receipt of which is hereby acknowledged and confessed, has Granted, Sold and Conveyed, and by these presents does Grant, Sell and Convey, unto the said J. W. Stone, of the County of Harris, State of Texas, all that certain property described as follows, to-wit:

(1) An undivided one-h of (1/2) interest in and to the following described tract of land:

Five scree described se tract 40, Subdivision 10, Brazos Coast Investment Company's Subdivision of F. J. Calvit Survey, Abst. 51, Brazoria County, Texas.

(2) An undivided 1/32nd non-participating royalty interest in and to all of the oil, gas and other minerals in and to and under the following described tract of land;

Five acres described as tract 120, Subdivision 9, Brazos Coast Investment Company's Subdivision of P. J. Calvit Survey, Abst. 51, in Brazoris County, Texas.

(3) An undivided one-half interest in and to the following described tract of land:
Twenty acres of land desc " " out of the Hooper and Wade

Survey, Abst. 421, in Brazoria County, Texas, save an_except one-half of all of the minerals under said land conveyed by J. W. Stone to W. O. Meredith.

(h) An undivided 1/32nd non-participating royalty interest in and to all of the oil, gas and other minerals in end to and under the following described treat of land;

Pive acres described as tract 152, Subdivision 7, Brazos Coast Investment Company's Subdivision of P. J. Calvit Survey, Abst. 51, Brazoria County, Texas.

(5) An undivided 1/16th non-participating royalty interest in and to all of the oil ges and other minerals in and to and under the following described tract of lend;

Five scres described as tract 28, Subdivision 10, Brazos Coast Investment Company's Subdivision of F. J. Calvit Survey, Abst. 51, Brasoria County, Texes.

(6) An undivided one-half interest in and to the following described tract of land; Pive acres described as tract 98, Subdivision 10, Brazos Coast Investment Company's Subdivision of P. J. Calvit Survey, Abst. 51, Brasorie County, Texus, save and except a 1/16th non-participating royalty interest heretofore conveyed to F. K. Stevens, et al, under date of January 10, 1939.

(7) An undivided one-helf interest in and to the following described tract of land; Pive acres described as tract 68, Subdivision E, Brazos Coast Investment Company's Subdivision of F. J. Calvit Survey, Abst. 51, Brazoria County, Texes, save and except a 1/4th non-participating royalty interest heretofore conveyed to J. O. Ehlinger, under date of November 10th, 1938.

(6) An undivided 1/64th non-perticipating royalty interest in and to the following: described tract of land;

Five acres described as tract 123, Subdivision 9, Brazos Coast Investment Company's Subdivision of F. J. Calvit Survey, Abst. 51, Brazoria County, Texas.

(9) Five acres described as tract 118, Subdivision 8, Brazos Coast Investment Company's Subdivision of F. J. Calvit, Survey, Abstract 51, Brazeria County, Texas.

(10) An undivided one-half interest in and to the following described tract of land; Ten acres described as tract 18, Rooper and Wade Survey, Abst. 486, Brazoria County, Texas, save and except an undivided one-half interest in and to all of the oil, gas and other minerals in and to and under said land heretofore conveyed to Frank K. Stevens, et al, by mineral deed dated May 22, 1938.

(11) An undivided 1/4th interest in and to the following described tract of land: Five acres described as tract 21, Subdivision 2, Brazos Coast Investment Company's Subdivision of F. J. Calvit Survey, Abst. 51, Brizoria County, Texas, save and except 1/6; th ! non-participating royalty interest heretofore conveyed to T. T. Stratton.

(12) An undivided 1/16th non-participating royalty interest in and to the following described treet of land;

19.42 scree of land, described as tracte A and B, out of ACN&B Survey #2, Abstract 507. In Bresoria County, Texas, save and except a 1/64th non-participating royalty interest heretofore conveyed to F. M. Stones, and also save end except 3/512ths non-perticipating royalty interest heretofore conveyed to Mrs. Bessie Phillips.

(13) An undivided 1/4th interest in and to all of the cil, sas and other min rale, in and to and under the following described tracts of laud;

Twenty acres of land, described as tracts 3 and 26, out of the H. T. & D. R. R. Survey #8, Abstract 504, Brazoria County, Texas, save and except an undivided 1/8th of the 1/4th mineral interest heretofore conveyed to Mrs. Bessie Phillips, by deed dated November 21, 1936.

(14) Pivo scree of lend, described as the west 1/2 of Lot 13, Hooper and Wade

Survey, Abstract 486, Brasoria County, Texas.
(25) An undivided 1/4th interest in and to all of the oil, gas and other minerals,

in and to and under the following described tract of land;

10.5 scree of land, described as Lot 3, Subdivision 26, 7. C. R. R. Survey #4, Abstract 675, Brezoris County, Texas, asseemd except a 1/64th non-participating royalty interest heretofore conveyed to L. C. Trousdale.

(16) Five acres of land, described as tract 158, Subdivision 9, Brason Comet Investment Company's Subdivision of F. J. Calvit Survey, Abstract 51, Brasonia County, Texas, save and except a 1/16th non-participating royalty interest heretofore conveyed to F. K. Stevens et al. on January 10, 1939; and a 1/32nd non-participating royalty interest heretofore conveyed to E. Merlyn Christic et al.

(17) An undivided 1/32rd non-participating royalty interest in and to the following described tract of land;

Five scree of land described as tract 116, Subdivision 10, Brazos Coast Investment.

Company's Subdivision of F. J. Calvit Survey, Abstract 51, Brazoria County, Texas.

(18) 15/16th of all the oil, gas and other minerals in and to and under the following described tract of land;

1.43 acres of lami, described as tract 8-8. H. T. & B. R. R. Survey #29, Abstract 472, Brazoria County, Texas.

(19) An undivided 1/2 interest in and to all of the oil, gas and other minerals, in and to and under the following described tract of land;

9.6 acres of land, described as Lot 3, Block 23, T. C. R. R. Survey #4, Abstract 675, Brazoria County, Texas, save and except a 1/64th non-participating royalty interest heretofore conveyed to Mrs. Bessie Phillips, and also save and except a 1/64th non-participating royalty interest heretofore conveyed to Merris Jamison.

(20) An undivided 1/32nd non-participating royalty interest in and to the following described tract of land;

16.7 acres of land described as tract 30, H. T. & B. R. R. Survey #85, Abstract 304, Prezoria County, Texas.

(21) An undivided three-fourths (3/4) interest in and to all of the oil, gas and other minerals, in end to and under the following described tract of land;

10.8 acres of land, described at Lot 1, Block 25, T. C. R. R. Survey #4, Abstract 675, Brazoria County, Texas, save and except a 1/32nd non-participating royalty interest hereto-fore conveyed to G. E. Davis, and a 1/64th non-participating regulty interest hereto-fore conveyed to L. C. Tousdale.

(22) An undivided 15/16th of all the oil, gas and other minerals in and to and under the following described tract of land;

Six mores of land described as troot 16-A, H. T. & B. H. R. Survey #22, Abstract 177, Brazoria County, Texas.

(23) Lot 21, Block 572, of the Town of Valasco, brazeria County, Texas.

(2h) An undivided 1/2 interest in and to the following described tract of land:
Five acres of laid, described as tract 51, Subdivision 9, Brazos Cosst Invostment
Company's Subdivision of F. J. Calvit Survey, Abstract 51, Brazoria County, Texas, save and
except a 1/52nd non-participating royalty interest heretofore conveyed to Z. A. McGinnes.

(25) Ten acres of land, described as the south 1/2 of tract $\frac{1}{4}$, R. T. & B. R. R. Survey 17. Abstract $2\frac{1}{4}$ 2, save and except the north two and one-half (2) acres of the south ten acres which was heretofore conveyed to J. L. Parb.

(26) An undivided 3/52rds non-participating royalty interest in and to the following

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described tract of land:

Five acres of land, described as tract 62, Subdivision 1, Brazon Coast Investment Company's Subdivision of B. T. Archer Survey, Abstract 9, Brazoria County, Texas.

(27) An undivided 3/32ths non-perticipating royalty interest in end to the following described tract of land;

Five acres of land, described as tract 29, Subdivision 10, Brezos Coast Investment Company's Subdivision of F. J. Calvit Survey, Abstract 51, Brezonia County, Texas.

(28) An undivided 1/64th non-participating royalty interest in and to the following described tract of land;

Twenty acres of land, described as Lot 5-A, of the Subdivision of the Rooper and Wade Survey #5, Abstract 429, Brasorie County, Texas.

the rights and appurtenances thereto in anywise belonging unto the said J. W. Stone, his heirs and assigns forever and the said Corporation does hereby bind itself, its successors and assigns, to Werrant and forever defend, all and singular the said previews unto the said J. W. Stone, his heirs and assigns, against every person whomsoever lawfully claiming, or to that the same, or any part thereof.

IN WITHERS WHEREOF, the said Corporation has caused these presents to be signed by its fully authorized officers and to be sealed with the Seal of the Corporation, at Houston, Texas, this the 31st day of December, A. D. 1942.

(CORP. SEAL)

RIKA ROYALTY COMPANY

ATTEST: Mary Ethel Paine Secretary. By J W Stone

President.

THE STATE OF TEXAS)
COUNTY OF HARRIS)

BEFORE ME, the underwished, a Notary Public in and for said County and State, on this day personally appeared J. W. Stone, known to me to be the person and officer whose name is subscribed to the forevoir instrument and acknowledged to me that the same was the act of the said Rika Royalty Company, a corporation, and that he executed the same as the act of such corporation for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN under my hand and soal of office this the 31st day of December, 1942 (SEAL) Morris Jamison Notary Public in and for Harris County, Texas.

Filed for Record at 8:30 C*Clock A.M. Feb 12 1943 J. R. Monarch Clerk County Court. Brazoria County, Texas By Alice Sanders Leputy

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THE STATE OF THE)
COUNTY OF BRAZORI': ;

MINOW ALL MEN BY THESE PRESENTS:

TRATI. b. Seymour, of the County of Harria, State of Texas, for end in consideration of the sum of One (\$1.00) Dollar cash to me in hand said by Hika Royalty Company, a corporation, the receipt of which is hereby acknowledged and confessed, have granted, sold and
uonveyed, and by these presents do grant, sell and convey, unto the said Rika Royalty
Company, a corporation, of the County of Harrie, State of Texas, an undivided one-balf (1/2)
inturest in and to the following described property, to-wit:

Undivided one-half (1/2) interest in and to 20 ecres of Tand described as Tract h, E T. & B. B. Survey, Section 17, Abstract 242, in Prezoria County, Texas.

This agreement abdifies the terms of said lease only to the extent and in the manner provided herein and supersedes any shange of depository heretofore executed by First Party or his predecessors.

The terms and provisions hereof shall extend to and be binding upon the heirs, personal? seprementatives, successors, and assigns of the parties hereto.

IN WITHESE WHENEOF, this agreement is executed on this the date first above Section !

Posteffico

Please have your signature duly asknowledged by a Notary Public.

SS

STATE OF

COUNTY OF A.

.. (Texas)

Before me , a Notery Public in and for the County af porsonally appeared known to me to be the person whose name subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN under my hand and seal of office this 9 day of Suffeender A. D. 19 5 0

My commissien expires

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Hotary Public in and for County, State of

STATE OF

Filed for Record at 800 o'clock Gr M., Sec 21, 19 50, H. H. Stevens, Jr., Clerk County Court, Brazonia County, Texas dy HELEN Schulds Daputy .

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hard 1, J. .. Stone, for and in consideration of the sum of Ten wolling (10.00) to the said Granton c. of http://distriction.com/length of her own Funds is sent to and a part from that of her hurland, but of her own Funds is sent to and a nowledged, have Granted, Sold and Conveyed and by these presents do Grant, well and Convey unto the said Thry Ethel Paine as her separate property and estate, all of the Following described which and royalty interest, together with the right of ingress and errose at all times for the purpose of mining drilling and exploring for oil, gas and other minerals, and removing the same therefrom, all of miss interest lying and situated in the County of Jamesovia, State of Town, together mo-mit:

andivided 1/2 mineral interest in and to and makes the like Forma Conceribed tract of land;
Not comes, being Tract (10), tablished 10, broken tooms Investpent Concerns Subdivision of the P. J. Colvit Forme, John of fil, Trasomin County, Terras.

() in undivided 1/32nd non-participating royalty interest, in and to and under the following described tract of land;
Five acres, being Tract 120, Subdivision 9, Brazos Coast Investment Company's Subdivision of the F. J. Calvit League, Abstract 51, Brazoria County, Texas.

lowing described tract of land;
Twenty acres, Being Tracts 15 and 16, out of the Hooper & Wade Survey, Abstract No. 421, Brazoria County, Texas.

- (4) An undivided 1/32nd non-participating royalty interest, in and to and under the following described tract of land;
 Five acres, being Tract #152, Subdivision #7, Brazos Coast Investment Company's Subdivision of the F. J. Calvit League, Abstract 51, Brazoria County, Texas.
- (5) An undivided 1/16th non-participating royalty interest, in and to and under the following described land; Five acres, being Tract #28, Subdivision 10, Brazos Coast Investment Company's Subdivision of the F. J. Calvit League, Abstract 51, Brazoria County, Texas.
- (6) An undivided 1/2 mineral interest, in and to and under the following described land; Five acres, being Tract #98, Subdivision #10, Brazes Coast Investment Company's Subdivision of the F. J. Calvit League, Abstract 51, Brazoria County, Texas, save and except a 1/32nd non-participating royalty interest heretofore sold.
- (7) An undivided 1/2 mineral interest, in and to and under the following described land; Five acres, being fract #68, Subdivision 8, Brazos Coast Investment Company's Subdivision of the F. J. Calvit League, Abstract 51, Erazoria County, Texas, save and except a 1/64 non-participating royalty interest.
- (8) An undivided 1/64th non-participating royalty interest in and to and under the following described land; Five acres, being Tract #123, Subdivision 9, Brazos Coast Investment Company's Subdivision of the F. J. Calvit League, "botract 51, Brazoria County, Texas.
- (9) All mineral interest, in, on and under the following described tract of land;
 Five acres, being Tract [118, Subdivision [8, Brazos Coast investment Company's Subdivision of the F. J. Salvit League, Shatract [9, 51, Brazoria County, Texas.

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- (10) An undivided 1/4 mineral interest, in, on and under the following described tract of land; Ten acres, being Tract (10, Hooper and Unde Survey, Testmet Mo. 406, Brazoria County, Texas.
- (11) An undivided 1/4th mineral interest, in, on and under the following described land; Five acres, being tract #21, Subdivision #8, Brazos Coast Investment Company's Subdivision of the F. J. Calvit League, Ibstract #51, Brazoria County, Texas, save and except a 1/64th non-participating royalty interest heretofore conveyed.
- (12) In undivided 1/16th non-participating royalty interest, in, on and under the following described land;
 19.42 acres of land, described as Tracts A. & B. out of ACH & B. Survey 32, Abstract 3507, Brasoria County, Texas, save and except a 1/64th and 3/512th interest heretofore sold.
 (13) An undivided/mineral interest, in, on and under the following described land:
- (13) An undivided/mineral interest, in, on and under the Following described land;
 Twenty acros of land described as tracts 3 and 26, out of the H. T. & B. R. R. Survey #6, Thatract 50h, Brazoria County, Temas, save and except an undivided 1/6th of the 1/hth mineral interest heretofore conveyed.
- (14) An undivided 1/4th mineral interest, in, on and under the following described land;
 10.5 acres of land, described as Lot "3, Subdivision "26, T. C. & R. R. Survey "4, Abstract 675, Brazoria County, Toxas, save and except a 1/64th non-participating royalty interest horetofore conveyed."
- (15) All mineral interest, in, on and under the following described tract of land;
 Five acres, being Tract #158, Subdivision #9, Brazos Coast Investment Company's Subdivison of the F. J. Calvit League, Abstract No. 51, Brazoria County, Texas, save and except 3/64th non-participating royalty interest heretofore conveyed.

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- (17) 15/16th mineral interest, in, on and under the following describe tract of land;
 1.43 acres of land, described as Tract & B, H & T. B. R. R. Sect. 28, Abstract #472, Brazoria County, Texas.
- (18) An undivided 1/2 mineral interest, in, on and under the following described land;
 9.6 acres of land, described as Lot #3, Block 23, T. C. R. R. Survey #4, Abstract 675, Brazoria County, Texas, save and except 1/32nd non-participating royalty heretofore sold.
- (19) An undivided 1/32nd non-participating royalty interest, in, on and under the following described land; 16.7 acres of land, described as Tract No. 30, H. T. & B. R. R. Survey #85, Abstract #304, Brazoria County, Texas.
- (20) An undivided 3/4th mineral interest, in, on and under the following described land;
 10.8 acres of land, described as Lot #1, Block #25, T. C. R. M. Survey #4, Abstract 675, Brazoria County, Texas, save and except a 3/64th non-participating rayalty interest.
- (al) in undivided 15/16th mineral interest, in, on and under the following described hand; Jim acres of land, described as Tract #16-A, H. T. & B. R. R. Jurvey #22, Ebstract 477, Brasonic County, Texas.
- (10) The whorest interest, in, on and under the following property; Lot 500, Block 3, Lot 571, Block 21, Lot 664, Block 24, and Lot 550, Dlock 5, of the Town of Velasco, Preserve County, Tenas.
- (33) in unlikelike. /2 mineral interest, in, on and under the Collowing describes land; Three means of land, being Tract [31, Subdivision 9, Brance Count investment Company's Subdivision of the F. J. Calvit League, Sbot. 51, In soria County, Temas, save and except a 1/06th non-particle puting repulty interest.
- (Th) 7.5 minor 1 series, in, on and under the Sollowing described land; The South 7.5 series out of Tract Jh, R. T. & B. J. W. Survey 17; Entract Sh2, Brasoria County, Terras.
- (05) In andivided 3/32nd non-participating royalty interest, in, on and under the following described land; Five acres of land, being Tract 60, Jubdivision 1, Brazos Coast Investment Company's Subdivision of the D. T. Treher League, Just. 39, Brazonia County, Texas.
- (26) An undivided 3/33nd non-participating royalty interest, in, on and under the following described land;
 Five acres of land, being Tract 29, Subdivision 10, Branes Coast investment Company's subdivision of the F. J. Salvit League, "bst. 51, Braseria County, Texas.
- (27) An undivided 1/6th mineral interest, in, on and under the following described land;
 2.5 seros, being Lot %, block 27, 0. U. Golo Subdivision of Joseph Lobit Subdivision of H. T. & B. ... I. mayor (18, "betteet b7%, Brazoria County, Terros.
- (28) In undivided 1/66th non-participating royalty interest, in, on and under the following described land;
 16.5 acres of land, being Lot 12 and a strip of land 110 varaguide out the north end of Lot 13 out of Nooper & Made Survey 19, Ebstract 422, Brazeria County, Temas.
- (29) An undivided 1/2 mineral interest, in, on and under the following described land;
 Five acres of Land, being Tract 15, Block A, of the South Texas Fruit & Land Company Subdivision out of the Day Land & Cattle Co. Survey, Abstract 603, Brazoria County, Texas, save and except a 7,64th non-participating royalty interest.

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- (31) All mineral interest, in, on and under the following described tract of land;
 Five acres of land, being the East 1/2 of Lot #7, of the Sub-division of Section 17, R. T. & B. R. R. Survey, Abstract 228, Brazoria County, Texas.
- (32) An undivided 1/2 mineral interest, in, on and under the following described land;
 Five acres of land, being Lot #9, Block A. of the Day Land and Cattle Company Survey, Abstract 603, Brazoria County, Texas.

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- (33) An undivided 1/2 mineral interest, in, on and under the following described land; 9.24 acres of land, being Tract 235, out of the H. T.O.B. A. R. Survey #66, Abstract 560, Brazoria County, Texas.
- (34) An undivided 7/8th mineral interest, in, on and under the follow-described land; Five acres of land, being Tract #24, Subdivision 5, Drasos Coast Investment Company's Subdivision of the F. J. Calvit League, Ust. 51, Brazoria County, Texas.
- (35) All mineral interest, in, on and under the following described land;
 Five acres of land, being Tract 62, Subdivision 6, Brasos Court Investment Company's Subdivision of the F. J. Calvit League, .bst. 51, Brasoria County, Texas, save and except a non-participating 1/64th royalty interest.
- (36) All minerals interest, in, on and under the Colloring described land;
 Pive acres of land, being Tract 9, Subdivision 5, Samcos Court Investment Company's Subdivision of the P. J. S. Avit Berene, but. 51, Brasoria County, Yesse.
- (37) All ranerals interest, in, on and under the Following described land; Pive acres of land, being Tract 110, abdivision 1, brune. Court Investment Company's Subdivision of the P. W. Archer France, but. 9, Braceria County, Ten s.
- (30) [11 mineral inverest, in, on and a week of Cello by a coll five cores of land, being Twet III, subdivision 9, Far son Coll Investment Company's subdivision of the D. J. Calvit Fergue, bat. 51, Drazoria County, Text.
- (39) An undivided 1/0 mineral interest, in, on the under the Pollowing denomined land; pive meres of land, being Timet 177, Juberylation 9, The solide of Envestment Company's Subdivision of the Y. J. Calvit In any, but. 51, Dresoric County, Terms.
- (40) An undivided 1/2 mineral interest, in, on and under the Sollowing described land; Five acres of land, being Truct 71, Subdivision 9, For see Const. Investment Company's Subdivision of the F. J. Salvit Leave, Not. 51, Erasoria County, Tergo.
- (41) An undivided 1/2 mineral interest, in, on the under the following described land; 2.5 acres of land, being Tract 58-A. out of T. G. H. D. D. Curvey 726, Abstract 619, Eraporic County, Texas.
- (42) All mineral interest, in, on and under the following described Land;
 Five acres of land, being Tract 37, Subdivision 6, Brazos Coast investment Company's Subdivision of the F. J. Calvit League, but. 51, Brazoria County, Texas.
- (43) All mineral interest, in, on and under the following described land;
 Five acres of land, being Tract 106, Subdivision 9, Brazos Coast Investment Company's Subdivision of the F. J. Calvit League,
 Abstract 51, Brazoria County, Texas.

- (45) All mineral interest, in, on and under the following described land; Pive acres of land, being Tract 44, Subdivision 10, Brazos Coast Investment Company's Subdivision of the F. J. Calvit Leaguer Abstract-51, Brazoria County, Texas, save and except a 1/32 nd non-participating royalty interest.
- (46) All mineral interest, in, on and under the following described Five acres of land being Tract 223, Subdivision 1, Brazos Coast Investment Company's Subdivision of the B. T. Archer Loague Abst. 9, Braceria County, Texas.
- (47) All mineral interest, in, on and under the following described land; Five acres of land, being Tract 63, Subdivision 1, Brazos Coast Investment Company's Subdivision of the B. T. Archer League, Abstract 9, Brazoria County, Texas.
- (48) An undivided 1/2 mineral interest, in, on and under the following described land; Five acres of land, being the East 1/2 of tract #13, Hooper & Wade Survey 10, Abstract 486, Brazoria County, Texas.
- (49) All mineral interest, in, on and under the following described land; Five acres of land, being the West 1/2 of Tract 13, Hooper & Made Survey 2 10, Sestract ACO, Descende Manage, Tel.
- (50) All mineral interest, in, on and under the following described land: Ten acros of land, being Tract 34, out of H. T. & B. R. R. Curvey 35, Abstract 304, Brazoria County, Texas.
- (51) An undivided 1/2 mineral interest, in, on and under the following Twenty acres of land, being Tract 30-B, out of the Thomas Spraggine Survey, Abstract 366, Brazoria County, Texas.

TO HAVE AND TO HOLD the above described premises, together with all and singular the rights and appurtenances thereto in anymics belonging unto the rold Mary Ethel Paine, as her separate property and estate, her heir and assigns forever; and I do hereby bind myself, my heirs, executors and administrators, to warrant and forever, defend all and singular the said premises unto the said Grantee, her heirs and assigns, against over parson wherevery lawfully elements on toclaim the same or any part person whomsoever lawfully claiming or toclaim the same or any part thereof, by, through and under Grantor but no further.

Executed this 17th day of September, A. D.

STATE OF MISSISSIPPI

COUNTY OF JONES

Before me, the undersigned, a Motary Public in and for said County and State, on this day personally appeared J. M. Stone, known to me to be the person whose named is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this the 18th day of Coptember, A. D. 1950.

ublic in and for Jones County, Miss.

ticion expires.

e decribed property together

with all and singular the rights and appurtenances thereto in anywibeloning unto the said Grantee herein, and Grantee's successors, heirs, and assigns forever; and Granter does hereby bind Granter's successors, heirs, executors and administrators, to warrant and forever defend all and singular the said property unto the said Grantee herein, and Grantee's successors, heirs and assigns, against every person whomsoever lawfully claiming or to claim the same, or any part thereof. by, through and under Granter but no further.

This deed is executed by se to take the place of a similar deed executed on the 29th of October, 1953 and which was lost of the Grantee before recording.

Witness my hand as of the 29th day of October, A.D. 1953.

J. W. Storie

STATE OF MISSISSIPPI/

COUNTY OF JONES)

Before me, the undersigned authority, in and for said County and State, on this day personally appeared J. Stone, known to me to be the person whose name is subscribed to the governing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Oiven under my hand and seal of office this 30 day of

august. 1954.

profesion Expires Townber 3, 1954

Notary Public in and for Jones County, Miss.

Filed for Record at 2 20 0 clock 281, 124

clerk County Court, Brazoria Co., Texas,

WARRANTY DELD.

10568

By Zo

STATE OF TEXAS

KNOW ALL MEN BY THESE PALSENTS:

That I, J. W. Stone, of the County of Jones, State of Mississippi, for and in consideration of the sum of Ten (410.00) Bollars and other valuable considerations to him in hand paid by E. C. Allen, receipt of which is hereby acknowledged, have Granted, Sold and Conveyed, and by these presents do Grant, Sell and Convey (subject to the exceptions and reservations herein-after set forth) unto the rate '. c. Allen, of the County of Brazoria, State of Texas, all those certain pieces and parcels of land in Brazoria County, Texas, and described as follows, to-wit:

1. An undivided 1/2 interest in Tract 98 S/D 10, of the B. C. I. Co. S/D of the F. J. Calvit League, Abstract 51, Brazoria County, Texas.

and a look of the same of the same of the same of the same of

- 2. An undivided 1/2 interest in Tract 68 S/D 8, of the B. C. I. Co. S/D of the F. J. Calvit League, Abst. 51. Brazorie County, Texas.
- 3. All of cract 118 S/D 8, of the B. C. I. Co. S/D of the V. J. Celvit League, Abstract 51, Brazoria County, Texas.
- 4. An undivided 1/4 interest in Tract 21 S/D 8, of the B. C. I. Co. S/D of the F. J. Calvit League, Abst. 51, Brazoria County, Texas.
- 5. An undivided 1/2 interest in Tract 31 S/D 9, of the B. C. I. Co. S/D of the F. J. Calvit League, Abst. 51, Brazoria County, Texas.
- 6. All of tract 156 S/B 9, of the B. C. I. Co. S/D, of the F. J. Celvit League, Abstract 51, Brazeria County, Texas.

Combined acreage in above tracts being 16.75 acres.

The above land is no part of Grantons homestead.

It is hereby expressly agreed and understood that out of the Grit beroby made there is excepted and reserved to the grantor beneinful all mines of, and all oil, gas and other minerals on and under the said lands and premises berein described and conveyed, and in it hereby agreed and understood that Granton benein, his summersoon and assigns shall have right of ingrees and epress at all those for removal of said minerals.

TO DAVE ALD TO MODDITHE above described provises together with cit code singular the rights and copurtensness thereto in equine belonding unto the said Grantee Herein, and Grantee's successors, heirs, and assigns forever;

and Grantor does beneby bind Grantors successors, heirs, executions and administrators, to Marrant and forever defend all and singular the said property unto the said Grantee herein, and Grantee's successors, heirs and assisms, against every person whomsoever lawfully claiming or to claim the same, or any part thereof.

This died is executed by me to take the place of a similar died executed on the 29th of October, 1953 and which was lost by the Granton before recording.

Witness my hand as of the 29th day of October, A. D. 1953.

January or ,413J16J1FP1 - ∳

COUNTY OF JUILD

Before me, the undersigned authority, in and for said County and State, on this day personally appeared J. V. Stone, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and con-

sideration therein expressed.

Given under my hand and seal of office this 30th day of Aurust, 1954.

My commission exsines.

My Commission Expires Hovember 3, 1954

Filed for Record At 235 0'clock of M., 25

Clerk County Court, Brazoria Co., Texas,

Вy

STATE OF TEXAS COUNTY OF BRAZORIA

KNOW ALL MEN BY THESE PRESENTS: [0570]

That I, C. L. MASGET, of Brazoria County, Texas, as Independent Executor under the Will and of the Estate of Dr. W. E. Long, deceased (know also as William E. Long) for and in consideration of the sum of Ten and No/100 (\$10,00) Dollars and other valuable consideration to me in hand paid by JUNO HERNANIEZ, of Brasoria County, Texas, the receipt of which is hereby acknowledged and confessed, have GRANTED, BARO/INED, SOLD, and CONVETED, and by these presents do GRANT, BARGAIN, SELL and CONVET unto the said JUCA HEINAIDEZ, the following described tyact or percel of land (not including, however, the minerals thereunder/as hereinafter provided) mituated in Brancris County, Taxas, to-wit:

All of Lots 13 and 14, Block 18, of Brookedds Subdivision of Section No. 4, B.T.&B. Survey, Abstract No. 543, in Brazoria County, Texas

There is however, excepted from this conveyance and received to the Grantor, his successors and assigns, all of the oil, gas, caminghead gas and all other minorals in and under and that may be produced from the land hereinabove described. There is further reserved to the Grantor, his successors and sasigns, the right of impress and egrees upon and over such land, and such use of the surface as may be reasonably necessary to explore the same for such oil, gas, casinghead gas and other minerals, or any of them, to drill, mine, construct chafts, tunnels on and develop said land, product, store, transport, Frest, process, and nake narkotable much oils gas, cosinghead gas or any other minorals in paying quantities, to produce, store, transport, treat, process and make marketable such oil, gas, casinghead gas and may other minerals.

TO HAVE AND TO HOLD the above-described premises, together with all and singular the rights and appurtenances thereto in anywhere belonging, unto the sedd JUSTO HERNANTRI, his heirs and asedgns, forever, And I do hereby bind myself, as such Independent Executor of said Estate of Dr. N. E. Long, decessed, my successors and assigns, to warrant and forever defend all and singular the said promises wato the said JUST HERNAMDEZ, his heirs and assigns, forever, against every person whomseever lawfully claiming or to

EXECUTED this 97%. day of Pebruary, 1957. Arlene stattalling THE STATE OF TEXAS COUNTY OF BRAZORIA BEFORE ME, the undersigned authority, on this day personally appeared C. C. Stallings and Arlene Stallings, his wife, both known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they executed the same for the purposes and consideration therein expressed, and the said Arlene Stallings, wife of the said C. C. Stallings, having been are the purposes and appear that the burney the said are the said and having the examined by me privily and apart from her husband, and having the same explained to her, she, the said Arlene Stallings, acknowledged such instrument to be her act and deed, and she declared that she had willingly signed the same for the purposes and consideration therein expressed, and that she did not wish to retract it. GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 200 day of February, 1957. Brazoria County, Texas. A. R. MASON Notary Public in and in Brazoria County, Taxas THAT I, Be G. Allen not joined by my wife mines the preparty herein. conveyed constitutes no part of my homestead. of the County of Brayeria State of 79X88 ______for and in consideration of the was of ... Tem (\$10,00) Dellare and ether valuable consideration. Re in bad put by Fred H. Remer, Fr. have GRANTED, SOLD AND CONVEYED, and by these presents do GRANT, SELL AND CONVEY, unto the mid Pred H. Ramer of the County of Harris el that certain Undivided ene-fourth (1) interest in and to Tract No. 21, in subdivision 8 of the F. J.

Calvit League, Abstract No. 51; said Tract No. 21 being 5 acres of land, more or loss, situated in the County of Brasoria and State of Texas.

dministrators, to WARRANT AND FOREVER D	bind myself, my beirs, executors as
dministrators, to WARRANT AND FOREVER D	
Fred H. Ramer, Sr., bis	El 2010, an and anguair, die mar premises doub the and
	heirs and assigns, against even
	ame or any part thereof, by, through or under
WITNESS MY hand at Velas	co, Texas this 23 2 d
of January	A. D., 19.57
	ECA E. C. Allen
Witnesses at Request of Grantor:	
Witherest & Reduces of Charlot:	
THE STATE OF TEXAS	BEFORE ME the undersigned authorit
OUNTY OF BRAZORIA	Brazonia c
E C [1]	in and for Brazorla County, Text
this day personally appeared	
	Notary Public in and for Brazoria
·	County, Texas.
	M., <u>FER</u> 13, 1957. H. R. Strven
minera	KAB, By Lucy B Rocces De
HE STATE OF TEXAS)	\~~. (
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#3512

J.W. Stone

to

Mary Ethel Paine

Instrument --- Mineral Deed

Dated---March 11, 1957

Filed---March 12, 1957 at 1:30 p.m.

Recorded in Deed Book 681 pg. 26-x

THE STATE OF TEXAS

3512

COUNTY OF BRAZORIA

THAT I, J. W. Stone, for and consideration of the sum of Ten Dollars (\$10.00) to the said Grentor cash in hand paid by Mary Ethel Paine, wife of W. W. Paine, Jr., of 3616 Rice Blvd, Houston 5, Texas, out of her own funds separate and apart from that of her husband, the receipt of which is hereby acknowledged, have Granted, Sold and conveyed and by these presents do Grant, Sell and Convey unto the said Mary Ethel Paine, as her separate property and estate, all of the following described mineral interest, together with the right of ingress and egress at all times for the purpose of mining, drilling and expaoring for oil, gas and other minerals, and removing the same therefrom, all of said interest lying and situated in Branoria County, Texas, to-wit:

- Tract 1. An undivided one-half (1/2) mineral interest in Tract 21, S/D 8, B. C. 1. Co. / in the Calvit League, Abstract #51, Brasoria Co. Texas.
- Tract #2, An undivided one-fourth (1/4) interest in Lot 18, of the A. J. Owen 3/D of the SW-1/4 of Section 8, Hooper & Wade Survey, Abstract 489, in Brasoria County, Texas, this tract two is made in lieu of and to correct a deed dated September 17, 1950 in in which the abstract number was shown as No. 486, and recorded in Vol. 486, page 472.
- Tract 3. An undivided one-sixty fourth (1/64th) royalty in Lot 5-A, of the Subdivision of H. & W. Survey #5, Abst. #429, Brasoria County, Texas, and being the same interest as shown in a deed from the Rika Royalty Co. to J. W. Stone, dated December 31, 1942, and filed for record in Vol. 367, page 107, deed manual records of brasoria County, Texas.

TO HAVE AND TO HOLD the above described premises, together with all and singular the rights and appurtenences thereto in anywise belonging unto the said Mary Ethel Paine, as her seperate property and estate, her heirs and assigns forever; And I do hereby bind myself, my heirs, executors and administrators, to warrant and forever defend all and singular the said premises unto the said Grantes, her heirs and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

Witness my hand this the 11th day of March, A. D. 1957.

Jeoston

STATE OF MISSISSIPPI

COUNTY OF JONES

Before me, the undersigned authority in and for said County and State on this day personally appeared J. W. Stone, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 11th day of March, A. D. 1957.

(SEAL)

Hotary Public in and for Jones County, Miss

My commission expires, My longitude L. 179. 55, 1737

D - 18

#7506

J.W. Stone

+0

Rev.E.C. Allen .

Instrument---Warranty Deed

Dated---March 11, 1957

Piled---June 10, 1957 at 4:40 p.m.

Recorded in Deed Book 688 pg.13-14-

THE STATE OF TEXAS
COUNTY OF BRAZORIA

KNOW ALL MEN BY THESE PRESENTS:

THAT I, J. W. Stone, of the County of Jones, State of Mississippi, in consideration of the sum of Ten (\$10.00) Dollars and other good and valuable consideration paid by Rev. E. C. Allen, receipt of which is hereby acknowledged, have Granted, Sold and Conveyed and by these presents do Grant, Sell and Convey unto the said Rev. E. C. Allen, of the County of Brascria, State of Texas, (subject to the reservations hereinafter setforth) all that certain tract or parcel of land situated in the County of Brascria, State of Texas,

And undivided 1/2 interest in surface only to, Tract No. 21 8/9 8 of the Brasos Coast Investment Company S/D of the F. J. Calvit League Ab. 51, Brasosia County, Texas.

It is hereby expressly understood and agreed that out of the grant hereby made there is excepted and reserved to the Grantor herein all oil, gas and other minerals on and under the said land and premises herein described and conveyed with the right of ingress and egress at all times for the removal of said minerals; it being understood that this conveyance covers the surface rights only.

TO HAVE AND TO HOLD the above described premises, together with all singular the rights and appurtenances thereto in anywise belonging unto the said Rev. E. C. Allen, and his beirs and assigns forever. And I do hereby bind myself, my heirs, executors and administrators to Warrant and to Forever Defend, all and singular the said premises unto the said Rev. E. C. Allen, and his heirs and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

Witness my hand this the lith day of March, A. D. 1957.

STATE OF MISSISSIPPI

COUNTY OF JOKES

Before me, the undersigned authority in and for said County and State, on this day personally appeared J. W. Stone, known to me to be the personal name is subscribed to the foregoing instrument, and acknowledge the me that he executed the same for the purposes and consideration that he executed the same for the purposes and consideration that he executed the same for the purposes and consideration that he executed the same for the purposes and consideration that he executed the same for the purposes and consideration that he executed the same for the purposes and consideration that he executed the same for the purposes and consideration that he executed the same for the purposes and consideration that he executed the same for the purposes and consideration that he executed the same for the purposes and consideration that he executed the same for the purposes and consideration that he executed the same for the purposes and consideration that he executed the same for the purposes and consideration that he executed the same for the purposes and consideration that he executed the same for the purposes and consideration that he executed the same for the purposes are considerations.

SEVEN THE MI HAND AND SEAL OF OFFICE this lith day of March, A. D. 1957.

Notary Public in and for

My accumisation expires, Mr Commission Expires Mar. 23, 1997

D - 19

#14659 E.C.Allen to

C.C.Childers

Instrument --- Warranty Deed

Dated---June 13, 1957

Piled---Nov. 27, 1957 at 9:45 a.m.

Recorded in Deed Book 700 pg. 418-419-

THE STATE OF TEXAS	14659
	Man by These Presents:
The I. B. C. Allen	
	Texas in consideration of
the mod \$10.00 and other valuable consideration	
ped by C. C. Childers	
receipt of which is hemby acknowledged, and for which no lien, either express or	
Sold and Conveyed, and by these presents do Creat, Sell and Convey unto the se	
of the County of Brazonia and State of 1	exas el tes ceres
tract or purcel of land situated in the County of Brazoria	und State of Texas, to-oric
Being an undivided one-half (1) in to the surface only of the following property, to-wit: Being Tract No. 21 of Subdivision Brazos Coast Investment Company's out of the F. J. Calvit League, At Brasoria County, Texas, according or plat of said Subdivision now of the office of the County Clerk of County, Texas, to which reference for all appropriate purposes.	s out of the Subdivision estract 51, to the map record in Brazoria
TO HAVE AND TO HOLD The above described pressives, ingether with a	E and stagnise the zights and appartmanues
thereto in anywho belonging unto the and Co. Childers	
andh15_ bein and amigns forever. AndI do hereby tend	myself, my hate weeter
and administrators to Wattert and France Defend, all and singular, the said per	
C. C. Childers	
and _his_ tolo and unique, against every passes whosenesses heatelly	claiming or in claim the same or any part
theoryt.	
Witnesses at Request of Commun.	C. Allen
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COUNTY OF	TR OF TREAS, Brazoria	SENGLE ACETNO	WILEDCMIN'T	•	
- · · · · - ·		to be and for said County C. Allen	and State, on this day	percually appeared -	
12 4 1 May 2 4 4	the pursuant where a		ed to the foregoing instr		ged to me that
		on and considerations the L OF OPPICE this the ~		18	A. D. 10. 57.
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	# 1 전 교 8년	Motory Publi	o to said forBref		County, Tenns
1	ER OF TEXAS,) WHES SEPARA	ATE ACENOWLEDGM	Det .	
ecourt co	*	_}			
	the undersigned subject	ty in and for said, County	vand Shate, on this day wife of	permally appeared .	
	-	subscribed to the foregoing fully explained to her, sh	* .	ing been exemined by	ne privily and
	<u> </u>		cknowledged such instr		
declared that she is to retract it.	ad willingly signed the s	none for the purposes and	consideration therein (expressed, and that sh	e did not with
CIVEN UNDE	R MY HAND AND SEA	L OF OFFICE this the -	dey of		A. D. 19
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THE STA	TE OF TEXAS,	} torut version	PLEDGMEN'T		
	the understand authori		and State, on this day	personally appeared .	
both known to me	to be the persons where	man gre subscribed to		t, and solvenished t	
	and for the purposes an	d consideration therein ex		_	
having been exami		eport from her bashand.	and having the same :	fully explained to bee	, sho, the said
she declared that s	e had willingly signed (he same for the purposes	, acknowledged such to and consideration the	estrument to be her act	and doed and set she chil not
with to retract #2. GIVEN UND	R MT HAND AND SEA	L OF OFFICE this the	day of		A. D. 19
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\ <u></u> 5		Notary Publi	te in and for		County, Texas
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#5370 C.C.Childers to Fred H.Ramer, Sr.

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Instrument----Warranty Deed Dated----April 26, 1961 Filed----May 5, 1961 at 10:20 a.m. Recorded in Deed Book 791 pg. 592

THE STATE OF TEXAS)
COUNTY OF BRAZORIA) 5370

KNOW ALL MEN BY THESE PRESENTS: That I, C. C. Childers, of Brazoria County, Texas, called the GRANTOR, for and in consideration of the sum of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration, cash to me in hand paid by Fred H. Ramer, Sr., of Harris County, Texas, called the GRANTEE, the receipt of which is hereby acknowledged;

HAVE GRANTED, SOLD AND CONVEYED, and by these presents do GRANT, SELL AND CONVEY unto the said GRANTEE, all that certain lot, tract or parcel of land, lying and being situated in the County of Brazoria, State of Texas, more particularly described as follows, to-wit:

Being an undivided one-half (1/2) interest in and to the surface only of the following described property, to-wit:

Being Tract No. 21 of Subdivision 8 out of the Brazos Coast Investment Company's Subdivision out of the F. J. Calvit League, Abstract 51, Brazoria County, Texas, according to the map or plat of said Subdivision now of record in the office of the County Clerk of Brazoria County, Texas.

TO HAVE AND TO HOLD the above described premises, together with all and singular, the rights and appurtenances thereto in anywise belonging unto the said GRANTEE, his heirs and assigns, and I do hereby bind myself, my heirs, executors and administrators to WARRANT AND FOREVER DEFEND, all and singular, the said premises, unto the said GRANTEE, his heirs and assigns, against every person whom-soever lawfully claiming or to claim the same or any part thereof.

WITNESS MY HAND, this the 26 day of april , 1961

C.C. Childers.



THE STATE OF TEXAS)

COUNTY OF BRAZORIA)

BEFORE ME, the undersigned authority, on this day personally appeared C. C. Childers, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 27 day of

Notary Public in and for Brazoria County, Texas.

W. LOVING

#9746 Fred H.Ramer, Sr. to Brazoria County

Instrument---R/W Dated---April 30, 1961 Filed---Aug. 15, 1961 at 8:10 a.m Recorded in Deed Book 798 pg. 679

COUNTY OF BRAZORIA 9746
THAT I Fred H. Raper St.
of Harris County Texas , in consideration of the sum of \$1.00 and other
good and valuable considerations in hand paid by Brazoria County, acting through the Commissioners' Court of said County, receipt of which is hereby acknowledged, do by these presents grant, bargain, sell and convey
subject to the reservation hereinafter made, unto Brazoria County, the free and uninterrupted use, liberty an
privilege of the passage in, along, upon and across the following lands in Brazoria County, Texas, owned b
us; to-wit:

A strip of land twenty (20) feet in width extending across the Northwest end of Tract 21, in Division 8, of the Brazos Coast Investment Company Subdivision, in the F. J. Calvit League, Abstract 51, in Brazoria County, Texas, according to the recorded map or plat thereof appearing in the Office of the County Clerk of Brazoria County, Texas.

The grantor herein excepts from this easement and reserve s for himself
heirs and assigns, forever, all oil, gas, and other minerals, in and under the land covered by
this easement, but said grantor, for himself , his heirs and assigns, waive 5
all right of ingress and egress to and from the surface of the land covered by this easement for the purposes of drilling, mining, exploring or developing such minerals.
For the purpose of opening, constructing and maintaining a permanent road or State Highway in, along U00 upon and across said premises, with the right and privilege at all times of the grantee herein, his or its agents,
employes, workmen and representatives having ingress, egress, and regress in, along, upon and across said
premises for the purposes of making additions to, improvements on, and repairs to the said road or highway, or any part thereof.
TO HAVE AND TO HOLD unto the said Brazoria County as aforesaid for the purposes aforesaid the
premises above described.
WITNESS my hand this 30 day of AD

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OUNTY OF HARRIS		.			
Before me, a Notary Public i			this day person	ally appears	d
	red H. Remar	Ar			
nown to me to be the person	whose name	1ssu	bacribed to the fo	regoing ins	trument, and
			purposes and c		
Given under my hand and se	a) of office, this the	3 day o	e mas		A. D. 19 61
		1	JAN VE		Public,
			Harris	County, T	•
IE STATE OF JE TO	ì				
OUNTY OF	}}				
Before me, a Notary Public	n and for said Cou	aty and State, o	on this day perso	nally appear	
		wife of			
own to me to be the person v		•••	regoine instrume	nt, and hav	ing been ex-
ined by me privily and apart		_			•
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wish to retrict it.				_	
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7.50

#9748 H. Worlyn Christie, et al to Brazoria County

Instrument --- R/W Dated --- April 19, 1961 Filed --- Aug. 15, 1961 at 8:10 a.m Recorded i. Deed Book 798 pg. 681

RIGHT-OF-WAY EASEMENT DEED

THE STATE OF	9	748		1 * 1
COUNTY OF	BRAZORIA	•	. •	-
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Carlotte and the carlot	considerations in hand paid	in consideration of the Brazonia County, a		
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inject to the reser	vation hereinafter made, unt	o Brazoria County, the	free and uninterrupted	l use, liberty and
94. T	sage in, along, upon and ac	ross the following land	ds in Brazoria County, I	l'exas, owned by
#; to-wit:	•			
	A strip of land t	twenty (20) fee	t in width.	•
	extending across	the Northwest	end of Tract	
eta sessea i de la companio de la c	21, in Division 8	B, of the Brazo	s Coast In-	
	vestment Company	Subdivision, 1	n the F. J.	
e svojavija. Gran	Calvit League, A	bstract 51, in	Brasoria	
Central Control Cont	County, Texas, a	scording to the	recorded map	·
ember in Sinari	or plat thereof a	appearing in th	e Office of	
. •	the County Clerk	of Brazoria Co	unty, Texas.	To set les 🔭
turi.				
	•			
-		-	•	
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	-			
The grantors	berein except from this	easement and reserv	ve <u>for</u> 1	hen seiven
their beins a	nd assigns, forever, all oil,	gas, and other miners	als, in and under the la	ind covered by
nis easement, but a	aid grantor.a., forthe	melyss., the	IF heirs and easig	ne, waive
ll right of ingress	and egress to and from the	surface of the land co	vered by this easement:	for the purpose
drilling, mining,	exploring or developing suc	h minerals.		
pon and across said	opening, constructing and a	nd privilege at all time	s of the grantee herein, l	nis or its agents
¥ .	and representatives have poses of making additions to		. – •	
	TO HOLD unto the said B	rezoria County as afo	oresaid for the purpose	s afor cial th
remises above des		inth	$n \rightarrow$	*
WITNESS	OUT hand # this .	19'- day of	Hprif	_ AD

D = 23

Washington States II.

THE STATE OF TRIAS	
COUNTY OF HARRIS	
Before me, a Notary Public in and for said County and State, on this day personally appeared	
H. Merlyn Christie.	
•	
known to me to be the person whose name18 subscribed to the foregoing instrument, and	
acknowledged to me that De executed the same for purposes and consideration therein ex-	-
Given under my hand and seel of office, this the 20 day of 24 c	
Harris County Public,	1.00
Harris County, Texas.	
THE STATE OF	
The transfer of the second of	i · -
COUNTY OF	
Before me, a Notary Public in and for said County and State, on this day personally appeared	
, wife of	2.00
known to me to be the person whose name is subscribed to the foregoing instrument, and having been ex-	
smined by me privily and apart from her husband and having the same by me fully explained to her, she, the	A
saidackno.#ledged such instrument to be her act and deed, and she declared	40.
that she had willingly signed the same for the purposes and consideration therein expressed and that she did	
not wish to retract it. Given under my hand and seal of office, this theday of, A. D. 195	
Notary Public,	
County.	
THE STATE OF TEXAS	2.3
COUNTY OF HARRIS {	
Before me, a Notary Public in and for said County and State, on this	
day personally appeared SAM E. DUNNAM, JR.	
known to me to be the person whose name is subscribed to the foregoing	
, , ,	2.0
instrument, and acknowledged to me that he executed the same for purposes	
and consideration therein expressed.	
Given under my hand and seal of office, this the 19th day of	
April , A.D. 1961.	
Harris County, Texas	
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038 V 87L6 +	
O'CORIA SO TOTAL SO T	
PSE 1-5 O'COL	
1 1 1 1 1 1 1 1 1 1	
RASEMI LED FOR RE- COUNTRY 16-186 R. STEVEN	
THE WAR THE WA	

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Garl M. Carroll, Jr.

Instrument --- Warrenty Deed F11e4--Recorded in Beed Book 627 pg 156

The State of Texas. **County of** Brazoria

11253 Know All Men by These Bresents:

That I, Fred H. Hamer, Sr.

for and in consideration State of of the County of Texas Harris of the sum of (\$10.00) and other good and valuable consideration

Ten & Mo/100-------- DOLLARS

him is hand paid by Dr. Carl M. Carroll, Jr.

That I. Fred H. Remer, Sr. have Granted, Sold and Convey, unto the said have Granted, Sold and Conveyed, and by these presents do Grant, Sell and Convey, unto the said Dr. Carl M. Carroll, Jr.

of the County of

Harris

State of

Texas

all that certain

Lot, Tract or Parcel of Land, lying and being situated in the County of Brazoria, State of Texas, more particularly described as follow. to-wit:

Being an undivided one-half (a) interest in and to the surface only of the following described property, to-wit:

Being Tract Mo.21 of Subdivision 8 out of the Brazos Coast investment Company's Subdivision out of the F.J. Calvit League, Abstract 51, Brazoria County. Texas, according to the map or plat of said Subdivision now of record in the office of the County Clerk of Brazoria County, Texas.

TO HAVE AND TO HOLD the above described premises, together with all and singular the rights and apportenances thereto in anywise belonging unto the said Grantee,

heirs and assigns forever and I do bereby bind myself my beirs, executors and administrators, to Warrant and Forever Defend, all and singular the said premises unto the mid Grantee, his

beirs and assigns, against every person whomsoever lawfully claiming, or to claim the same, or any

WITNESS MY at Houston Harris County, Texas hand this May

day of 22

19 61

Witnesses at Re----

Fel A. Kamer

D - 24

COUNTY OF

HEFORE ME, the under

subscribed to the for

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GIVEN UNDER YM HAND AND SEAL OF

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THE STATE OF TEXAS,

11253 827 3			•	side jõr Viillas							500	
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Fred H. Ramer, Sr.		I HEREBY in my office to duly recor WITNESS y and year t	STAIL		CIVEN C	BEACH.	THE STATE		GIVEN Medical I	80 G	E STATE	
*			E OF	2	amined		F 0#		mech inst mech inst considerat CADER		E AE d	
Dr. Carl M. Carroll, Jr. 3921 Lyons, Ave. Houston, Texas		CERTIFY to me the ed by me on t , page (Y HAND ar it above writing (L. S.)	TEXAS	(F &)	by me per different of the period of the per	he unders	TEXAS,	9		whose n	TEXAS,	
FILED FOR RECORD		the day	ţo		privily so	Whose		AND A	me is	AS,	
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ato'clock W	By	Record Count		No.		Pablic au	JOHT &	N of F	AL OF	8	Public	No.
By. Deputy.	0	1 3 7 2	ĺ	Public	operation (nerron e naid acknowledged acknow	and and	#0#C#C#	Patik	plained to and she she did a OFFICE	tic of	g. B.	ATT A
FILED POR RECORD		d Count of said		# H	therein the this ti	o the fo	TEDGENERO	in and	e declar act wis		for spin	Pate or
In AUG 3 19:2 County Records		County,		ğ	capron t having such is	County	, B	*	al that	Beet,	Company	E SE
H. R. STEVENS, JR.		ogrific A. D. 1			the sal	and St	•		4 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1		کو ا	
By Wast Deputy Clerk		And the of a]						وفللناه	ag bees		BLILE
Deputy.		. > inthesat				d actor			₹ 1		ř Ž	ľ
This instrument should be filed immediately with the County Clerk for record.	*	Catton O. 19			S E S	Owledge Owledge			<u>₹</u>	Aq pa		
Dr. Carl m. Canall, g.	Comme	F 4		Commit	A PAR	P H		County	}	3		Š
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1959 mg 209 MINERAL DEED

THE STATE OF TEXAS	THE PARTY AND ADDRESS OF THE PARTY OF THE PA
COUNTY OF BRAZORIA	know all men by these presents:
TRAT I, H. Morlyn Christi	**************************************
	hereinafter called Grantor,
Ten and No/100	istic and Craig Hart Christic
***************************************	which is hereby acknowledged, have granted, sold, conveyed,
assigned and delivered, and by these pres	ents do grant, sell, convey, assign and deliver unto the said less 1/256 non part, royalty interest in and to all of the oil, gas and other minerals in and
under, and that may be produced from the	following described land situated in Brazoria
County, Texas, to-wit:	-
Subdivision of the F. J. Calvit Surv Texas, and being the same 5 acre t	e Brazos Coast Investment Company vey, Abstract 51, Brazoria County, tract of land described in deed from s, dated August 31st, 1909, and of record ords of Brazoria County, Texas.
all of the interest acquired by him H. Merlyn Christic and S. E. Dunr	rein to convey, and he does hereby convey in that certain deed from J. W. Stone to man, Jr., dated December 7, 1938, and recorded ecords of Brazoria County, Texas.
	•
,	
said land for oil, gas and other minerals, so	-
	gas lease executed in favor of
subject to the terms of said lease and/or	ny other valid lease covering same, but covers and includes
under the terms of said lesse, in so far as i	of the oil royalty and gas rental or royalty due and to be paid t covers the above described land.
may be paid, on the above described land.	of the money rentals, which to extend the term within which a well may be begun under a said Grantee; and, in event that the above described lease
	ed, then and in that event, Grantee shall own
of all oil, gas and other minerals in and und interest in all bonuses paid, and all royalt leases covering the above described lands.	er said lands, together with s like $1/8$ () ies and reptals provided for in future oil, gas and mineral

TO HAVE AND TO HOLD the above described property, together with all and singular the rights and appurtenances thereto in anywise belonging unto the said Grantee herein, and Grantee's successors, heirs and assigns forever; and Grantor does hereby bind himself and his successors, heirs, executors and administrators, to warrant and forever defend all and singular the said property unto the said Grantes herein, and Grantes's successors, heirs and assigns, against every person whomsoever lawfully

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VII 859 PLEE 270

*	REFORE ME, the undersigned authority, on this day personally
Charles of Harris	7
	TOTAL AND US AND
in for the surposes and consideration therein expre	•
Got Water my hand and seal of office this the	/ by of 79 day A D. 10 6/
Marin all the second	Jake Gan
00	Notary Public in and for Manager County, Texas.
Annie de la company de la comp	
SOUT	ACENOWLEDGACINT
B STATE OF TEXAS	BEFORE ME, the undersigned authority, on this day personally
eared	and wife
Wh to me to be the persons where names are subscr	ribed to the foregoing instrument and acknowledged to me that they
	therein expressed; and the said.
	flaving been examined by me privily and apart from her heeband,
having the same fully explained to her, she, the sa rument to be her act and deed and Jeclared that she	aid abod willingly signed the same for the purposes and consideration thereis
reason, and that she did not wish to retract it. Given under my hand and seel of office this the	A D 10
	Notary Public in and for County. Tunte
WIFE'S SEP!	ABATE ACENOWLEDGMENT
E STATE OF TEXAS	SEFORE ME, the undersigned authority, on this day personally
UNTY OF	
ss red	d to the foregoing instrument, and said wife having been examined by me
	* Interiority transfer with first first first factor areaster by me
THE STATE OF TEXAS	
COUNTY OF BRAZORIA	
I H B Same L Cl L C	
v certify that this interest of the Cour	nty Court in and for Brazoria County, Texas, do here-
y vereity that this instrument was FILED	FOR RECORD and RECORDED in the volume and
226 Of the named record J	The state of the s
-80 of the named record and at the time ar	nd date as stamped hereon by me.
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-80 of the named record and at the time ar	nd date as stamped hereon by me.
-80 of the named record and at the time ar	County Clerk of Brazoria Co., Texas
ege of the nameu record and at the time ar	nd date as stamped hereon by me.
So of the hamed record and at the time ar	nd date as stamped hereon by me.
COUNTY CO	County Clerk of Brazoria Co., Texas
County County	County Clerk of Brazoria Co., Texas
COUNTY CO	County Clerk of Brazoria Co., Texas
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FILED FOR RECORD A A O'CLOCK A H. L. STEVENS, JR.	County Clerk of Brazoria Co., Texas
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NO, 45,105

THE BRAZOSPORT INDEPENDENT SCHOOL DISTRICT

IN THE 23RD DISTRICT COU

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of

W. J. D. WAY, ET AL

BRAZORIA COUNTY, T E X A S

JUDGMENI

BE IT REMERBERED, that on April 26, 1965, came on to be heard in regular order the above numbered and entitled cause, wherein the Brasosport Independent School District is Plaintiff, and wherein;

Elliott Cage, Jr., Dixie Lee Voilbaum, Hrs. E. Westmoreland, J. A. Linnett, May McCann, Robert N. Westmoreland, Horace High, L. J. Skalak, D. B. Miller, Eugene H. Catleet, Doris Carlton Hautier, L. G. Meed, A. W. L.ther, Pollye Beacroft, Mrs. E. E. Stringfellow, Clifford F. Eleising, Mary R. Kleising,

who were duly served with process but failed to appear or snewer, but wholly made default; and

-Eugene N: - Detlett -

who appeared and answered; and

W. J. D. Way, Thomas Trehey, Thomas P. O'Grady, Mrs. Nieska V. Christensen, James F. Perry, Bull Coleman, A. L. Ray, Jr., Valeria McNutt, Pearl A. Williams, A. C. Rutherford, John Dwyer, Patrick Scantling, Willfred S. Smith, Mrs. W. S. Smith, Mary B. Smith, Lucy Sandall, Mary Haile, Louella Bryan Burroughs, Jacob D. Greenhoff, J. W. Linnett, Welter Lee Wadell, Betty Jane Witbeck, Frank Holwegler, Lewis R. Bryan, Mary Shepard Bryan Bell, Cors Louise Bryan McRae, Lillian Ballowe, W. E. Reichardt, E. D. Duwal, Bertha Baillour, J. B. Bailleux, Mast Bailleux, Charles Bailleux, Peter Bailleux, Nicholas Bailleux, Mary Bailleux, Catherine Bailleux, Margaret B. Thompkins, Thomas F. Waits, Mary Waits, W. H. Walker, L. B. Race, Florence G. Race, W. R. Rohrer, W. A. Rohrer, Winons Glascock Echrer, John S. Owen, Jeffery Gaines Waldo, Victor E. Waldo, Jr., Neni Wallace, Vivian Meni, 30 Harold G. Schuster, Sarah Schuster, Joseph I. Wilcox, Mildred L. Wilcox, George Lance Wystt, Holice Estell, William B. Bhelps, Clara Luttrell, John H. Denny, Hary M. Cutherman, Mrs. C. E. Glass, R. H. Lesvitt, Sara B. Hazen, C. F. Kimmell, T. J. Brookshire, P. M. House, Mary Catherman, Mary M. Cutherman, W. O. Rhoder, George K. Mayer, Jr., S. B. Dunnam, S. E. Dunnan, Jr., Fred H. Romer, Sr., H. Merlyn Christie, Joe Nolte, Joseph Nolte

All of the Stockholders, all of whom are unknown to Plaintiff, and his attorney of each and all of the corporate defendants enumerated above; all partners, all of whom are unknown to Plaintiff and to his attorney of each and all of the defendants enumerated above, which are or were partnerships; all members, beneficiaries, and interest holders, all of whom are unknown to Plaintiff and to his attorney, of each and all of the defendants enumerated above which are or were trusts, joint stock companies, or other unincorporated associations; all of such persons and their legal status, viz., whether incorporated or unincorporated, and if incorporated, whether in good standing or defunct, being unknown to Plaintiff and his attorney;

If living, and if any or all of the above-named defendants be dead, the unknown heirs of each or all of said above-named persons who may be deed, and the unknown heirs of the unknown heirs of said above-named persons, and the unknown owner or owners of the hereinafter described land, and the executors, administrators, guardians, legal representatives, legatees, and devisees of the above-named persons, and all persons usning or having or claiming any interest in the following described land, who were duly served with process by means of citation by publication are defendants; and wherein the State

of Texas and Brazoria County, City of Clute and City of Freeport are Impleaded Defendants; and the Court having appointed

represent all the defendants above-named who were served with process by means of citation by publication and as guardian ad litem for any defendants who may be minors or non compos mentis, and said attorney and guardian ad litem having answered on behalf of all such defendants who were cited by publication and Defendants who may be minors or non compos mentis.

This cause coming on for trial came Plaintiff and the Impleaded Defendant Texing Units above-named by their attorneys,

and came defendants who were cited by publication by their attorney and came defendants who are minors or non compos mentis by their guardian ad litem,

and all of said parties announced ready for trial; and plaintiff and impleaded defendant taxing units having moved the Court to dismiss from this suit any parties not named above it was so ordered; and as to those defendants above named who were duly served with process but failed to appear and answer but made default, the Court is of the opinion and finds that plaintiff and impleaded defendant taxing units should have judgment for the taxes owing them and for foreclosure and order of sale as hereinbelow decreed; and a jury being waived, the parties submitted all matters of controversy, both of fact and of law, to the Court without the intervention of a jury and evidence was submitted concerning the ownership and title of the land hereinafter described, and the inventory sheets, assessment rolls, and delinquent tax records of plaintiff and of each impleaded defendant taxing unit above named were introduced in evidence, and evidence was submitted as to the value of the hereinafter described land; and the Court having heard the pleadings, the evidence, and the argument of counsel is of the opinion and finds as follows:

The above-named defendants who were served with citation in this cause, by publication or otherwise, were the owners of record of the hereinafter described land or were claiming some right, title or interest thereto, at the time of the institution of this suit end at this time. Said land was located within the boundaries of plaintiff and of the impleaded defendant taxing units, upon the dates when the taxes hereinafter found to be due were assessed.

There are taxes, penalties, interest, and costs due, owing, and unpaid to plaintiff and impleaded defendant taxing units in the amounts bereinbelow set out upon the hereinafter described land. Said taxes, penalties, interest, and costs constitute a separate, valid and subsisting lien in favor of plaintiff and impleaded defendant taxing units on each tract of land hereinafter described to secure the payment of the taxes, penalties, interest and costs hereinafter adjudged to be due against each separate tract of land hereinafter described, which said lien is prior and superior to all claims, right, title, interest or liens asserted by any of the parties defendant hereto.

IT IS THEREFORE ORDERED, ADJUNGED AND DECREED THAT there is due, owing and unpaid to plaintiff in the capacity in which it sues and to the impleaded defendant taxing units the following amounts of taxes, penalties, interest and costs for all delinquent years upon the following described property as set out in the Schedule immediately following, together with interest at the rate of six per cent per amount on all of said sums from date until paid, to-wit:

SCHEDULE

Delinquent taxes, penalty, interest and cost due for which judgment is herein rendered covering all years delinquent at the date of this judgment.

of Texas and Brazoria County, City of Clute and City of Freeport are Impleaded Defendants; and the Court having appointed

muth Burn, a duly licensed and practicing attorney, as attorney to represent all the defendants above-named who were served with process by means of citation by publication and as guardian ad litem for any defendants who may be minors or non compos mentis; and said attorney and guardian ad litem having enswered on behalf of all such defendants who were cited by publication and Defendants who may be minors or non compos mentis.

This cause coming on for trial came Plaintiff and the Impleaded Defendant Taxing Units

above-named by their attorneys,

and came defendants who were cited by publication by their attorney and came defended ants who are minors or non compos mentis by their guardian ad litem,

and all of said parties announced ready for trial; and plaintiff and impleaded defendant taxing units having moved the Court to dismiss from this suit any parties not named above it was so ordered; and as to those defendants above named who were duly served with process but failed to appear and answer but made default, the Court is of the opinion and finds that plaintiff and impleaded defendant taxing units . Above should have judgment for the taxes owing them and for foreclosure and order of sale as hereinbelow decreed; and a jury being waived, the parties submitted all matters of controversy, both of fact and of law, to the Court without the intervention of a jury and evidence was submitted concerning the ownership and title of the land bereinsfter described, and the inventory sheets, assessment rolls, and delinquent tax records of plaintiff and of each impleaded defendant taxing unit above named were introduced in evidence, and evidence was submitted as to the value of the hereinafter described land; and the Court having heard the pleadings, the evidence, and the argument of counsel is of the opinion and finds as follows:

The above-named defendants who were served with citation in this cause, by publication or otherwise, were the owners of record of the hereinafter described land or were claiming some right, title or interest thereto, at the time of the institution of this suit and at this time. Said land was located within the boundaries of plaintiff and of the impleaded defendant taxing units, upon the dates when the taxes hereinafter found to be due were assessed.

There are taxes, penalties, interest, and costs due, owing, and unpaid to plaintiff and impleaded defendant taxing units in the amounts hereinbelow set out upon the hereinafter described land. Said taxes, penalties, interest, and costs constitute a separate, valid and subsisting lien in favor of plaintiff and impleaded defendant taxing units on each tract of land hereinafter described to secure the payment of the taxes, penalties, interest and costs hereinafter adjudged to be due against each separate tract of land hereinafter described, which said lien is prior and superior to all claims, right, title, interest or liens asserted by any of the parties defendant hereto.

IT IS THEREFORE ORDERED, ADJUNGED AND DECREED THAT there is due, owing and unpaid to plaintiff in the capacity in which it sues and to the implemeded defendant taxing units the following amounts of taxes, penalties, interest and costs for all delinquent years upon the following described property as set out in the Schedule - ? immediately following, together with interest at the rate of six per cent per annum on all of said sums from date until paid, to-wit:

Delinquent taxes, penalty, interest and cost due for which judgment is herein rendered covering all years delinquent at the date of this judgment.

	- cry that the	Anount	Adjudged Value
[1]	Property: Lots 6 & 7, Block 8		
•		\$ Nous	5 € 1 € 1 €
	Due to The State of Texas for the years		
	Due to the City of	None	
	for the years	04.08	
	Due to Brazosport Independent School District	24.26	
	for the years 1949 thru 1964		
	Due to		() () () () () () () () () ()
	for the years	•	
	Total Due	\$ 24.28	
		•	
	· .		
		•	
	in the lock &	Amount	Adjudged Velue
Į2	2] Property: Lot 10, Block 8		
	and the ward	. Kons	
	Due to The State of Texas for the years		
	Due to the City of	Kon4	
	for the years	23,20	
	Due to Brazosport Independent School District	. T31EA	
	for the years		
	Due to		
	for the years	•	
	Total Due	\$ 23,20	- A (
		•	
	•	•	
	[3] Property: Lot 11, Block 6	Amount	Adjudged Value
	[3] (100010). 200 15.		
	Due to The State of Tuxes	\$ 19.69	
	for the years 1923 thru 1964		
i	Due to the City of	Noae .	
:	for the years	20.86	
	Due to Brazosport Independent School District	- 20,00	
	for the years 1949 thru 1964		
	Due to		
	For the years	•	
	Total Due	\$ 40.55	
			The second secon

- ...

Suit	No.	45.105
-	mv.	43.103

•			
	·		
	Suit No. 45,105	•	
[4]	Property: Lot 4, Block 9	Amount	Adjudged Value
	Due to The State of Texas for the years	\$ None	District Control of the Control of t
	Due to the City of	Notice	
	Due to Bresosport Independent School District for the years 1954 thru 1964	\$ 14,45	
	Due to		
	for the years		
	Total Due	\$ 14.45	
يخز	Property: Lot 6, Block 9	Amount	At judged
	Due to Phe State of Texas for the years 1919 thru 1921, 1923, thru 1925,	15.84	
	Due to the City of 1935, thru 1948, 193	6 thru 1953, 1956	
	for the years	None	
	Due to Brazosowt	None	

TN Pro	perty: Lot 6, Block 9	Asount	At judged
	to The State of Texas the years 1919 thru 1921, 1923, thru	1925.	
Due	to the City of 1933, 1935, thru	1948, 1950 thru 1953, 1956	
	the years	Hute	
Ind	to Brazosport ependent School District	None	
Due	the years		
•	the years		
	1 Due	\$ 13:86	
		V	
	•		
[6] Pro	perty: Lot 8. Block 9	Anount	Adjudged Value

	·		
[6]	Property: Lot 8. Block 9	Apount .	Adjudged Value
	Due to The State of Tuxes for the years	\$ None	
	Due to the City of for the years	None	
	Due to <u>Brazosport</u> Independent School District for the years 1949 thru 1956, 1961 thru 1964	\$ 15.85	
	Due to	•	
	Total Due	\$ 15.85	

[7]	Property: Lot 12, Block 10	Amount	Adjudged Value
	Due to The State of Texas for the years	♦ Notes	
	Due to the City of	None	•
	Due to Brazosport Independent School District for the years 1954 thru 1964	¢ 14.45	
	Due to		
	for the years		
	Total Due	8 14.45	
			· · · · · · · · · · · · · · · · · · ·
[8]	Property: Lot 7, Block 11	Amount	Adjudged
•			Value
	Due to The State of Texas for the years 1919 thru 1964	\$ 21.83	
	Due to the City of	Mona	
	Due to Brazosport Independent School District for the years 1949 thru 1964	20,86	
	Due to		
	for the years		
	Total Due	\$ 42.69	
(6)	Income to 6 Mart 10	Accust	
(9)	Property: Lot 6, Block 19	, sercent	Value
	Due to The State of Turas for the years 1931 thru 1933, 1935.thr 1950 thru 1952, 1954 thr Due to the City of	u 1956	
	for the years	Xone	
	Due to Brazosport Independent School District for the years	Kane	
	Due to		
	For the Years		
	Total Due	\$ 10.72	till of Charact
		, u	M 1294E 565

中華教育的 人名

Suit No. ____45,105_

			• • • •
[12]	Property: Lot 3, Block 20	Amount	Adjudged Value
	Due to The State of Texas for the years 19 thru 1935, 1937 thru 1964	\$ 21.07	
	Due to the City of	* None	64.2 2.7
	for the years		
	Due to Brasosport Independent School District	20,66	•
	for the years 1949 thru 1964		ار بالادار بالاداران بالاداران
	Due to		
	for the years		
	Total Due	\$ 41.93	
		٠.	
		•	i jedi Mari Marija
,			4. F. C.
[13]	Property: Lot 1, Block 30	Amount	Adjudged Value
	Due to The State of Texas	\$ 13.88	
	for the years 1928, 1930 thru 1964		- 10 m
	Due to the City of	Mone	
	Due toBrazosport	25,13	
	Independent School District for the years 1945, 1950 thru 1964		ા કર્યા ફોર્જિયો છે. કર્યા માટે કર્યું
	Due to		v. 200 v. 200 v. 200 v. 200
	for the years		ار باید به های از این از ا ماهه به این از این ا
	Total Due	+ 39.01	
		7 33.02	
	•		
		Amount	Adjudged
[14]	Property: Lot 7. Block 34	PERMIT	Value
			36
	Due to The State of Tuxas for the years 1963, 1964	\$ 1.47	
	Due to the City of	None	
	for the years	BIONE .	
	Due to Response: Independent School District	22.17	2000
	for the years 1948 thru 1964		
	Due to		
	for the years		
	Total Due	\$23.64	

[18]	Property: Lot 12, Block 46	•	_	Ljudged Falue
	Due to The State of Texas for the years 1939 thru 1964	•	10.14	
	Due to the City of		Name .	
	Due to <u>Brasosport</u> Independent School District for the years 1945, 1946, 1949 thru 1	964	23.30	i digi
	Due to			
	for the years			
	Total Due		33.44	
			-	
	•			
•				
[21]	Property: Lot 12, Block 69			ijuiged Falue
	Due to The State of Texas for the years 1919 thru 1925, 1927, 1	hzu \$	20.57	
	1934, 1936 thru 1964 Due to the City of for the years		None	
	Due to Brazosport Independent School District	•	20.86	
	for the years 1949 thru 1964		٠	
	Due to			
	for the years			
	Total Due	•	41,43	
			• • • •	
			· . · · · · · · · · · · · · · · · · · ·	
	· ·			. A second
[23]	Property: Lot 1, Block 89			Ljudged
			•	felue
	Due to The State of Tuxas for the years	•	None	
	Due to the City of			
	for the years		Note	
	Due to Brazosport Independent School District for the years 1954 thru 1964	•	14.43	
	Due to	•	·	
	for the years		· · .	
	Total Due	•	16.45	
			- PINE	17200'S E-17

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Buit No. 45,105

Property: Lots 1 thru 3 & Lots 10 thru 12. Block 90B	Asount	Adjulged Value
Due to The State of Texas for the years 1923, 1924, 1928 thru 1964	\$ 55.56	**************************************
Due to the City of for the years	None	•
Due to Brazosport Independent School District for the years 1945, 1946, 1948 thru 1964	61.13	
Due to for the years		
Total Due	\$116.69	• .
	Due to The State of Texas for the years 1923, 1924, 1928 thru 1964 Due to the City of for the years Due to Brazosport Independent School District for the years 1945, 1946, 1948 thru 1964 Due to for the years	Due to The State of Texas for the years 1923, 1924, 1928 thru 1964 Due to the City of Some for the years Due to Brazosport 61.13 Independent School District for the years 1945, 1946, 1948 thru 1964 Due to for the years

[25]	Property: Lots 4, 5 & 8, Block 91	Amount	Adjudged Value
	Due to The State of Texas for the years	\$ None	
	Due to the City of		
	for the years	Hone	-
	Due to <u>Brezosport</u> Independent School District for the years 1950 thru 1955	\$ 22,63	
	Due to		
	for the years		
	Total Due	\$ 22,83	

[28]	Property: Lots 2, 3, 4, 10 & 11 in Block 104A Lots 1 thru 3, 10 thru 12 in Block 104B	Anount	Mjulged Value
	Due to The State of Tuxan for the years 1919 thru 1964	\$184,84	
	Due to the City of	BOOK	
	Due to Brasosport Independent School District for the years 1949, 1950, 1952 thru 1964	93.94	
	Due to		
	for the years	4078 30	
A11 o	Total Due foregoing property being located in Townsite of Qu	\$278.78 pintena, Bres	sele County, Texas.

î.

[36]	Property: Lot 9, Mbck 502	Ascunt	Adjudged Velue
	Due to The State of Texas for the years 1919 thru 1964	\$ 38.93	
	Due to the City of	Hone	
	Due to Brazosport Independent School District for the years 1949 thru 1964	59,36	
	Due to		
	for the years		
	Total Due	\$ 98.29	•
[37]	Property: Lot 10, Block 503	Amount	Adjudged Value
•	Due to The State of Texas for the years 1920 thru 1938, 1940 thru 1964	\$ 32.57	
	For the City of	Home	
	Due to <u>Brazosport</u> Independent School District for the years 1954 thru 1964 except 1961	28,90	
	Due to		
	for the years	.*	
	Total Due	# 61.47	
		٠.	
		t.	
[42]	Property: Lot 4 & NE 1/2 of Lot 5, Block 516, Vol. 621, pg. 279	Acount	Adjudged Value
	Due to The State of Tuxes	\$ 3.29	
	for the years 1962 thru 1964		: 1: 1: 1: 1: 1: 1: 1: 1: 1: 1: 1: 1: 1:
	for the years	Yone	
	Due to Brazosport Independent School District for the years 1954, thru 1964	73,04	
	Due to		
	for the years		
	Total Due	‡ 76,33	CIYAL 129AGE 569

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Suit No. __45,105

[43]	Property: Lot 6 & SM 1/2 of Lot 5, Block Vol. 814, pg. 186	516, Amount	Adjudged Value
	Due to The State of Texas for the years	\$ None	
	Due to the City of	None	
	Duc :o Brazosport Independent School District for the years 1954 thru 1964	73.04	•
	Due to for the years		3.
	Total Due	\$ 73,04	•

[44]	Property: Lot 10, Block 516		Mindged Value
	Due to The State of Texas for the years	\$ None	
	Due to the City of for the years	Mone	·
	Due to Brazosport Independent School District for the years 1959 thru 1964	\$124,16	
	Due to		•
	for the years		
,	Total Due	#124_16	

[49]	Property: Lots 5, 6 & NE 1/2 of Let 7, Block 530 & Lots 5A & 6A, Block 530 Volume 576, pg. 387	Anoust	Adjudged Value
	Due to The State of Texas for the years 1957 thru 1964	\$ 95.12	
	Due to the City of	None	- 150 - 150 - 150
	Due to <u>Brazosmort</u> Independent School District for the years 1952 thru 1964 except 1956	383.85	
	Due to	-	
	for the years		
	Total Due	6470 D7	Act on Bone 1

[50] Property: Lot 9, Bbck 530	Amount Adjudge Value	ı d
Due to The State of Texas for the years 1960 thru 1964	\$ 21.80	
Due to the City of	None	
Due to Brazosport Independent School District for the years/952 Hear 1955, 1965 the	106,2) Hess-	
Due to	.• *	
for the years	128.01	
Total Due	9 - 21,00 -	

[55]	Property: Lot 9, Block 539	Anount	Adjudged Value
	Due to The State of Texas for the years 1956, 1957, 1959 thru 1964	448.03	
	Due to the City of	Hone	
	Due to <u>Brarosport</u> Independent School District for the years 1961 thru 1964	28.06	
	Due to		
	for the years	•	
-	Total Due	\$ 76.09	

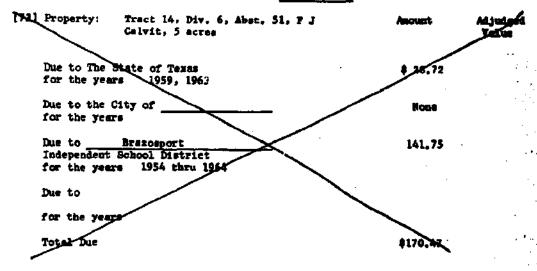
[56] Property: Lot 3, Block 543	Amount	MA JUDICAL
		Andrew :
Due to The State of Texas	None	,
for the years	****	
Due to the City of		
for the years	None:	
Due to <u>Brezognort</u>	F60_23	4.2
Independent School District		
for the years 1949 thru 1964 except 1956		
Due to		
for the years		
Total Due	\$ 68.03	
	•	

Suit No. __45,105

[59]	Property: Lot 6 & SW 1/2 of Lot 5, Black Vol. 673, pg. 114B	543, Amount	Adjudged Value
	Due to The State of Texas	Mana	
	Due to the City of	None	
	for the years	House	
	Due to Brazosport Independent School District for the years 1958 thru 1964	. \$ 32.28	
	Due to		• VQ • 9
	for the years	•	1 1945 1 1 2 1 2 1 2 1 2 1 2 1 2 1 2 1 2 1 2 1
	Total Due	\$ 32.28	
		•	
	•		
	The same of the same of the same	فسيمة	Atjudged
[90]	Property: Lots 9 thru 14, Block 543	imount	Yalue
		•	
	Due to The State of Texas for the years 1919 thru 1964	\$137.48	· 传》 1.388-
	Due to the City of	Fone	
	for the years		
	Due to <u>Brezosport</u> Independent School District for the years 1949 thru 1964	166,70	
	Due to		
	for the years		
	Total Due	\$304,18	
		• • •	
		·	
[64]	Property: Lot 9, Block 548	Ascunt	Adjudged
[04]	Property: Dot 3; Block 340	, AEXOLUTO	Velue
	Due to The State of Texas for the years	\$ None	
	Due to the City of		
	for the years	None	mana di Venezia
	Due to Brazosport Independent School District	\$ 28,87	
	for the years 1960 thru 1964	•	
	pue to		
	for the years		
	Total Due	\$ 28.87	
		,	

[67] Property: Lot 6, Block	551	•	Assount	Adjudged :
Due to The State of Texas		•		
for the years			\$ None	
Due to the City of	<u> </u>			न है। इस्तार
for the years		•	Mone	
Due to <u>Bremosport</u> Independent School Distric			\$ 37.20	
for the years 1951 thru 1		,		
	.,,, стеме 133,			7
Due to		• •		1
A Ab				in the second
for the years				
Total Due			\$ 37.20	
2002			4 21.55	
all of the foregoing property be	ing located in	the Townsite of	Surfeide,	Brezorie Coun
lexas.		•		
	-			- 1000年 - 1100年 - 100日 - 1100年 - 110日 - 100日
		•		100
69] Property: Treat 28, Div.			Amount	Adjudged
F. J. Calvit,	> ECTOS			Value
			. :	
Due to The State of Texas			\$ 80,66	
for the years 1923 thru 1		1932,		
1958 thru 1	964		, i	
Due to the City of			•	
for one lema			None	
Due to Brazosport			147.88	
Independent School District		.•		
for the years 1949 thru 1	964			
Due to				78
Date An				
for the years	•	•		
▼ ·				
Total Due	•		\$220.54	
		•		
		·· · ·		
•				
		•		
•				一人的人们就是
(0) Property: Tract 11, Div.	6. Aber. 51.		Incunt	Ad tud and
F. J. Calvit,	acres			Yelue
		•		
		. * *		
Due to The State of Tuxos			014.40	
for the years 1952 p th	ru 1964			
This to the City of				
Due to the City of			None	
vae jearo	•	•	, ;	200 (1997) 1997 (1
Due toBrezomort	<u> </u>		47.92	
Independent School District			** 4 ***	大大大大大大大大大大大大大大大大大大大大大大大大大大大大大大大大大大大大
for the years 1949 thru 1	1954			1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1
Due to	•			
Due to				
for the years			7	一种,一种,一种
				212.30
Probable Thomas				TAX # 1256

Suit No. _45.105



[74]	Property:	Tract 19, Div. 6, Abst. 51, P J Calvit, 5 acres	Amount	Adjudged Value
		State of Texas	8 34.87	
	for the year	ra 1932, 1937 thru 1951, 1956 thru 1964	•	
	Due to the	المستحددة المستحدد ال	None	
	for the year	les de la companya de		
	Due to	Brazomort	47,92	
		School District		•
	for the yea	1949 thru 1964		1
	Due to		•	
	for the yes			
	Total Due		\$ 82.79	٠, أ

[77]	Property: Tract 29, Div. 6, Abet. 51, F J Calvit, 5 acres	Anount	Adjudged Value
	Due to The State of Texas for the years 1932 thru 1935, 1937 thru 1951, 1958	\$ 40.12	
	101 the 3cate 1932 turn 1933, 1937 turn 1931, 1951	thru 1964	
	Due to the City of for the years	None	
	Due to Brazasmore Independent School District	77.76	
	for the years 1949 thru 1964 except 1961		
	Due to		
	for the years		4
	Total Due	\$117.88	

Suit No.	45,105
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[2] Property:	Tract 109, Div. 6, Abst. 383, J A Wharton, 5 acres	Amount	Mjudged Velue
	State of Texas Brs 1961 thru 1964	\$ 4. <u>1</u> 0	
Due to the	*	· Hone	
for the yea	Brazosport : School District ure 1945 thru 1956, 1961 thru 1964	41,64	
Due to for the yes	urš .		
Total Due		\$ 45.74	

[84]	Property: Tract 25, Div. 7, Abst. 51, F. J. Calvit, 5 scres	Anount
	Due to The State of Texas for the years 1956, 1957	\$ 3.07
	Due to the City of	None
	for the years	-
	Due to Brazosport	10.66
	Independent School District	
	for the years 1957, 1958, 1963	
	Due to	
	for the years	
	Total Due	\$13.73

0 j

Property: Tract 67, Div. 7, Abst. 51, 5 acres; Tract 90, Div. 7, 5 acres. F J Celvit	Anount	Adjudge Value
Due to The State of Texas	None	
Due to the City of		
for the years	None	
Due to Brazosport	. \$100.79	
Independent School District for the years 1949 thru 1958, 1963; 1959 thru 1962		
Due to		
for the years		5)
Total Due	\$100,79	

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[91] Property:	Tract 110, Div. 7, Abst. 51, P J Calvit, 5 acres	Ascunt	Attudged Value
Due to The for the yea	State of Texas FS 1956 thru 1964	\$136.20	·
Due to the for the yea	City of	. Hone	* * * * * * * * * * * * * * * * * * * *
	Bresosport School District	240,38	
for the yea	re 1949 thru 1964		
for the year	F\$		
Total Due		\$376.58	
for the year	· F\$	\$376.58	

	117, Div. 7, Abst. 51, lvit, 5 acres	Anount	Adjudged Value
Due to The State of for the years 19	Texas 36, 1957, 1959, 1962 thru 1964	\$ 6.24	
Due to the City of for the years		Hone	
Due to <u>Brazos</u> Independent School for the years 19	port District 53 thru 1956, 1959 thru 1964	31.61	
Due to	22		
for the years			7.7
Total Due		\$ 37.85	

[95] Property:	Tract 121, Div. 7, Abet. 51, F J Calvit, 5 acres	Amount	Adjudg Velue
-	Due to The	State of Texas	1 6,88	
	for the ye	are 1957, 1959 thru 1964	4	
	Due to the	City of	None .	
	for the ye	ers		1, 11
	Due to	Brazosport	32,52	
	Independent	School District		
		grs 1950 thru 1954, 1958, 1959, 1961	thre 1964	
	Due to			* 1
	for the ye	grs .		
	Total Due		\$ 39,40 ·	

[96]	Property: Tract 132, Div. 7, Abet. 51. F J Calvit, 5 acres	Amount	Adjudged Value
	Due to The State of Texas	# Hone	
	Due to the City of		•
	for the years	Mons	
	Due to Brazosport Independent School District for the years 1954 thru 1958, 1963	\$19.06	
	Due to		
	for the years		
	Total Due	\$19.06	
	TOTAL DEC	613100	
	·		
[97]	Property: Tract 136, Div. 7, Abst. 51,	Arount	Adjudged
	F. J. Calvit. 5 scres		Asyns
	The transfer of the same		
	Due to The State of Texas for the years 1956 thru 1964	\$119.63	•
	Due to the City of	None	
	for the years		
	Due to Brazosport	120.90	
	Independent School District for the years 1956 thru 1964		
•	Due to		
	for the years		
	Total Due	\$240.53	√ .
			·
•			, , , , , , , , , , , , , , , , , , ,
[98]	Froperty: Tract 145, Div. 7, Abst. 51, F J Calvit. 5 acres	Asount	Aljudged Value
	Due to The State of Texas	\$ 5.66	
	for the years 1955 thru 1957, 1959 thru 1964		
	Due to the City of for the years	None	
	Due to Brazosport Independent School Pistrict	30. 69 %	
	Due to Brazosport	30. 69 %	
	Due to Brazosport Independent School Pistrict	36. 69 :	
	Due to Brazosport Independent School Pistrict for the years 1955 thru 1958, 1960 thru 1964	30.69 '	

*

45,105 [99] Property: Tract 159, Div. 7, Abat. 51, P J Calvit, 5 acres Due to The State of Texas \$ 41,32 1932 thru 1935, 1937 thru 1952, 1958 thru 1964 for the years Due to the City of _ for the years Due to <u>Bresosport</u> Independent School District 47.92 for the years 1949 thru 1964 Due to for the years Total Due \$ 89,24 [101] Property: Tract 174, Div. 7, Abst. 383, Amount J A Wharton, 5 acres Due to The State of Texas for the years 1944, 1949, 1958 thru 1964 Due to the City of _ for the years Due to Due to <u>Brazosport</u>
Independent School District 20.39 for the years 1959 thru 1964 Due to for the years Total Due \$ 29.77 [102] Property: Trect 176, Div. 7, Abst. 383, J & Wherton, 5 acres Due to The State of Tuxas Hone for the years

Buit No. 45,105

103] Property:	Tract 182, Div. 7, Abe	t. 363,	Anount	Adjulged Yelne
Due to The S	tate of Texas		1 24.26	
for the year	# 1943 thru 1964	•	4 24,20	
•				
	ity of		lione	
for the year	•			
The to	Branconset		55.74	
Independent	Brazosport School District	-	. 250,74	419
	# 1945 thru 1964			
		٠.		
Due to				VENT OF THE
for the year	•			
,	_			
Total Due			\$ 80.00	
		-	•	
•				
•				
			•	
•	•			
.05] Property:	SE 1/8 Tract 21, Div.	0, Abst. 51,	Amount	
	F J Calvit, #625, Vol.	93, pg. 552	•	Telm
			-	
Due to The S	tate of Texas	•	\$ 1,50	
for the year	1964, 1963			
			, 	
Due to the C		•	Sun4	
for the year	•		•	
Due to	Brazosport		10.17	And the state of t
Independent	School District		•	
for the year	s 1958 thru 1964		-	
Due to			•	
par to			•	25 250 2
for the year	5		· .	
Total Due			\$ 11.6	
			•	
	•			
		•		
				7444
106] Property:	Tract 56, Div. B, Abet	. 51, F J	Anount	er junged
	Calvit, 5 acres			
		•		
	itate of Texas .		\$ 18.37	
for the year	1948 thru 1964	- ,		
	Htv of			
Dia to the C		-	. Nobe	1000年100日 (1000年) 1000年100日 (1000年)
Due to the C				
Due to the C				
for the year	Втаковротт		50.15	A STATE OF THE STA
for the year Due to Independent	School District	-	50.15	
for the year Due to Independent	Brezosport School District B 1948 thru 1964		50.15	
for the year Due to Independent	School District	•	50.15	
Due to Independent for the year	School District	•	50.15	
Due to Independent for the year	School District 1948 thru 1964	•	50.15	
Due to Independent for the year Due to I'or the year	School District 1948 thru 1964	•	50.15	
Due to Independent for the year Due to	School District 1948 thru 1964		50.15 ¢ 68.52	

All of the foregoing property being located in the Townsite of Surfater and Bratoria County, Texas, and all of the Volume and page records being to the Deed Records of Brazoria County, Texas, to which reference is made for more complete description of each respective described item of property.

Abstractor's Costs: \$150.00

IT IS FURTHER ORDERED, ADJUDGED AND DECRRED THAT Plaintiff and Impleaded Defendant taxing units do have and recover judgement for all sums set out in the foregoing Schedule, together with all costs of suit and sale now or hereafter incurred, including abstract costs incurred in securing data and information as to the name, identity and location of necessary parties and the necessary legal description of the above described property, as such abstract costs are more particularly set out in Plaintiff's petition on file herein, in the total amount of \$150.00. In the event one or more of the Defendants shall pay off and discharge all of the amounts herein adjudged to be due against one or more tracts, prior to the holding of the foreclosure sale hereinafter decreed, such Defendant shall be liable only for the pro rate part of the accrued costs of suit properly chargeable to such tract of tracts; but the proceeds of any foreclosure sale in this cause shall be applied first to the payment of all accrued costs of suit and sale, and any residue shall be distributed pro rate to Plaintiff and Impleaded Defendant Taxing Units as provided by law.

AND IT IS FURTHER ORDERED, ADJUDGED AND DECREED that a lien exists against each of said lots, tracts, or parcels of land, for the emount of the taxes, interest, penalties and costs herein adjudged to be due on each particula lot, tract, or parcel of land, which lien is prior and superior to all claims, right, title, interest, or liens asserted by any of the parties defendant herein and that plaintiff and the implemed defendant taxing units have foreclosure of their liens on each of said lots, tracts, or parcels of land as against all the defendants herein or any person claiming under the said defendants by any right acquired pending this suit; that an Order of Sale be issued by the Clerk directed to the Sheriff or any Constable of said County, commanding such officer to seize, levy upon and advertise the sale of each of said tracts of land, and sell the same to the highest bidder for cash, as under Execution, provided that none of said property shall be sold to any party other than a taxing unit which is a party to the suit, for less than the emount of the adjudged value of the property or the aggregate amount of the judgment against the property in said suit, whichever is lower; the said adjudged value, or reasonable fair value, of the property as set by this Court, is as shown on foregoing Schedule, and if no amount is shown on Schedule in space provided therefor, the Court did not fix such adjudged value, but if the Defendant in person or by Attorney shall at any time before the sale file with the Sheriff, or other officer in whose hands this Order of Sale shall be placed, a written request that the property described therein shall be divided and sold in less tracts than the whole, together with a description of said subdivisions, then such officer shall sell the land in such subdivisions as the Defendant may request, and in such Case shall only sell as many subdivisions as necessary to satisfy this judgment, interest and costs, the net proceeds of any sale of such property made bureunder to any party other than a taxing unit who is a party to this suit to be applied to satisfy the judgments and liens foreclosed berein, but any excess in the proceeds of sale over and above the amount necessary to pay the terms due, defray the costs of suit and sale and other expenses chargeable against eaid property, shall be paid to the parties legally entitled to such excess; that the owner of such property, or anyone having an interest therein, or their heirs, assigns or legal representative, may redeem such property in the time and manner prescribed by law; that the officer executing the Order of Sale shall make proper conveyance to the purchaser or purchasers of said land, as prescribed by law, subject to such right of redemption; and that if before the expiration of the period of redemption fixed by law no person who is entitled to redeem the said property has exercised the right of redemption them a writ of possession shall be issued to the purchaser at foreclosure sale or his assigns by the Clerk of this Court within twenty (20) days after the period of redesption shall have expired, ordering the sheriff or proper officers to place the purchaser or purchasers, or their bairs, executors, assigne or administrators in possession of the property so purchased in accordance with the laws of the State of Texas.

attorney and guardian ad litem for defendants cited by publication, is bareby allowed the sum of the function of the function of the sum of the function of th

All relief prayed for in any of the pleadings in this cause which is not specifically granted by this judgment is hereby denied.

APPROVED, ORDERED FILED AND RECORDED:

Presiding Judge

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THE STATE OF TEXAS COUNTY OF BRAZORIA

RIGH ALL MEN BY THESE PRESENTS:

THAT WHEREAS, we saw E. DURMAN (sometimes known as S. R. Dummen, Jr.) individually, and as independent executor of the estate of Virginia Illig Dunnan, deceased, CARTER BYRGH CHRISTIE (not joined by my wife herein because the hereinsfror described realty is my separate property received as a gift from my father. H. Merlyn Christie, nor is it nor has it ever been any part of our homestead, never having been claimed, intended, occupie or used as such), KAY CHRISTIE, a feme sole, CRAIG HART CHRISTIE (a minor twenty years of age, competent to act in my behalf having had my disabilities removed), DR. CARL M. CARRSIL, JR. (sometimes known as Dr. Carl Carroll, not joined by my wife herein because the hereinefter described realty is not now and never has been the separate property of my wife nor is it nor has it ever been any part of our homestand, never having been claimed, intended, occupied or used as such), and FRED H. MAKER, SR, (not joined herein by my wife, because the hereinafter described realty is not now and never has been the separate property of my wife nor is it nor has it ever been any part of our homestend, never having been claimed, intended, occupied or used as such) have and hold in common all that certain

Tract No. 21, in subdivision 8 of the F. J. Calvit League, Aberract No. 31; said Tract No. 21 being 5 acres of land, more or less, situated in the County of Brazoria and State of Texas,

and are desirous of making partition of the same by this imagrament to be exceuted in duplicate originals;

NOW, MERITORE, in consideration of the presises and to effect such partition, it is hereby covenanted, granted, concluded

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and agreed by and between said parties, and each of them covenants, grants, concludes and agrees, for himself, themselves, his and their heirs and assigns, that a partition of said lands be made as follows, viz:

FIRST: The said SAM E. DURNAM, CARTER BYROS CHRISTIE, KAY
CHRISTIE, and CRAIG HART CHRISTIE shal from henceforth have, hold,
possess and enjoy, in severalty as temants in common (holding in
these shares: 1/2 undivided interest to SameE. Dunnam and the remaining 1/2 undivided interest to Carter Byron Christie, Kay
Christia, and Craig Hart Christia), by themselves and to them and
their heirs and assigns, for their part, share and proportion of the
said lands and premises, free from any and all claims of the other
parties hereto, all that tract of land described as follows:

ERGINNING at an iron rod in the Northeast line of Tract 21, Brazos Const Investment Company Subdivision No. 8, F. J. Calvit League, Abstract 51, Brazoria County, Texas. Said beginning point bears \$ 45° 36° E. 20.00 feet from the original Borth corner of said Tract 21;

THENCE S 450 361 % along the division line of Treats 21 and 22, at 650,00 feet pass an iron rod, a total distance of 661.00 feet to the Bank of the Intracosstal Camal:

THENCE 8 42° 40° W 65.96 feet along the Bank of the Intracoastal Canal to a point for corner;

THENCE N 45° 36° W, at 13.00 feet pass an iron rod, a total distance of 663.00 feet to an iron rod in the Southeast right-of-way line of County Road No. 756;

THENCE H 44° 24' E 65.93 feet along said Southeast right-of-way line to the place of beginning.

The above described tract contains 1,002 acres of land more or less:

and the other parties hereto do grant, release and confirm unto the said SAN E. DIREAM, CARTER BYRON CHRISTIE, KAY CHRISTIE, and CRAIC HART CHRISTIE the premises above described; to have and to hold in severalty, as tenants in common, the abovedescribed premises, with all and singular the hereditements and appurtenances thereunts

belonging, unto the said SAM E. BURNAM, CARTER BYRNE CHRISTIE, EAY CHRISTIE, and CRAIG HART CHRISTIE, their beirs and assigns forever.

SECOND: The said DR. CARL M. CARROLL, JR. shall from henceforth, have, hold, possess and enjoy, in severalty, by himself and to him and his heirs and assigns, for his part, sham and proportion of the said lands and premises, free from any and all claims of the other parties hereto, all that tract of land described as follows:

REGIRMING at an iron rod which bears 8 45° 36' E 20,00 feet and S 44° 24' W 65.93 feet from the original North corner of Treet 21, Brasos Coast Investment Company Subdivision No. 8, F. J. Calvit League, Abstract 51, Brasoria County, Texas;

THERCE S 45° 36° E, at 650.00 feet pass an iron rod, a total distance of 663.00 feet to the Bank of the Intracoestal Canal;

THENCE S 50° 30' W 132,60 feet along the Bank of the Intracoastal Canal to a point for corner;

THEMCS N 45° 36' W, at 9,00 feet pass an iron rod, a total distance of 649.00 feet to an iron rod in the Southeast right-of-way line of County Road No. 756;

THENCE N 44° 24' E 131.85 feet along said Southeast right-of-way line to the place of beginning.

The above described tract contains 1.986 acres of land more or less;

and the other parties hereto do grant, release and confirm unto the said DR. CARL M. CARROLL, JR. the premises above described; to have and to hold in severalty the abovedescribed premises, with all and singular the hereditaments and appurtenances thereunto belonging, unto the said DR. CARL M. CARROLL, JR., his heirs and assigns forever.

THIRD: The said FEED H. RAMER, SR. shall from henceforth, have, hold, possess and enjoy, in severalty, by himself and to him and his heirs and assigns, for his part, share and proportion of the

1032 mg 109

said lands and premises, free from any and all claims of the other parties hereto, all that treet of land described as follows:

MEGINGING at an iron rod which bears S 45° 36' E 20.00 feet and S 44° 24' W 197.78 feet from the original North corner of Tract 21, Brazos Coast Investment Company Subdivision No. 8, F. J. Calvit League, Abstract 51, Brazoria County, Texas;

THEMCE S 45° 36' E, at 640.00 feet pass an iron rod, a total distance of 649.00 feet to the Bank of the Intracoustal Canal;

THERECE S 480 44' W 66.11 feet along the Bank of the Intracoustal Canal to a point for corner;

THENCE N 45° 36° W along the division line of Tracts 20 and 21, at 14.00 feet pass an iron rod, a total distance of 654.00 feet to an iron rod in the Southeast right-of-way line of County Road No. 756;

THENCE H 440 244 E 65.92 feet along the said Southeast right-of-way line to the place of beginning.

The above described tract contains 0.986 acres of land more or less;

and the other parties hereto do grant, release and confirm unto the said FRED H. RAMER, SR. the premises above described; to have and to hold in severalty the abovedescribed premises, with all and singular the hereditements, and appurtenences thereunto belonging, unto the said FRED H. RAMER, SR., his heirs and assigns forever.

IN 1032 m: 110

STATE OF TEXAS	(
COUNTY OF Harris	<u></u>		en e
appeared SAN E. DURNAM, km subscribed to the foregoing he similarly the same, indi- the aparts of Virginia Ill- tenting sice therein expre-	own to me to g instrument vidually and is Dunna, d	be the person and admirated as independent scoured, for t	whose name the ged to me that t executor of he purposes and
DOTES BURER MY HAND A	Ra	L. Sender	lale
TO H & R Reported to the state of the state		County,	T
STATE OF TEXAS	· (
army to make the to the	ITIE, incom foregoing in	to me to be th	e person whose cknowledged to
THE MY HAND A 1966.	٨	OFFICE this _	_
CHAIR & CLASS	HOTARY PO	BLIC in and fo County,	Texas.
COUNTY OF Clause	_ {		
BEFORE ME, the undersappeared KAY CHRISTIE, know subscribed to the foregoing she executed the same for taxpressed.	wa to me to	be the person and acknowled	whose neme is

va.1032 mit 111

STATE	OF	TEXAS
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COUNTY OF

BEFORE ME, the undersigned authority, on this day personally appeared CRAIG HART CHRISTIE, known to me to be the person whose is a subscribed to the foregoing instrument and acknowledged to # ha executed the same for the purposes and consideration

خوص والاقتي

THE WIDER MY HAND AND SEAL OF OFFICE this 5/54 day of . 1966. PUBLIC in and for County, Texas

STATE OF TREES

COUNTY OF HORRIS

BEFORE ME, the undersigned authority, on this day personally d DR. CARL M. CARROLL, JR., known to me to be the person me is subscribed to the foregoing instrument and acknowme that he executed the same for the purposes and contion therein expressed.

SIVEN UNDER MY HAND AND SEAL OF OFFICE this . 1966. HERMAN M. WASHENGTON Public, in said for Harris County, T ARY PUBLIC in and for المعربي County, Texas.

STATE OF TREAS COUNTY OF

BEFORE ME, the undersigned authority, on this day personally appeared FREE H. RAMER, SR., known to me to be the person whose purified to the foregoing instrument and acknowledged to ne that he executed the same for the purposes and consideration tin supressed.

GIVE WIDER MY HAND AND SEAL OF OFFICE this

HEMAN M. WASHINGTON

County, Tesses

THE STATE OF TEXAS) Food for Record of 1995 House & M. COUNTY OF HARRIS) Out Courty Court, bresserie Ca., Toront by L.

MEFORE ME, the undersigned authority, on this day personally appeared Sam E. Delines. Trustee of Testamentary trust of varyance and pregoing instrument, imports be the person whose name is subscribed to the foregoing instrument, imports the same for the purposes and consideration to me that he executed the same for the purposes and consideration the day of the UNDER MY HAND AND SEAL OF OFFICE, this the day of

. 1969.

Notary mbits takend for

Harris County, Texas.

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THE STATE OF TEXAS)
COUNTY OF BRAZORIA)

KNOW ALL MEN BY THESE PRESENTS: That we, Sam E. Dunnam, Individually and as Trustee for the Virginia Illig Dunnam Estate Trust, and Carter Byron Christie, of Travis County, Texas, Kay Christie, of Harris County, Texas, acting herein by and through her duly appointed attorney in fact, Craig H. Christie, under that certain power of attorney dated the 24th day of June, 1969, and Craig H. Christie, of Harris County, Texas, called the GRANTORS, for and in consideration of the sum of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration, cash to us in hand paid by Gulfco Marine Maintenance, Inc., a corporation, called the GRANTEE, the receipt of which is hereby acknowledged;

HAVE GRANTED, SOLD AND CONVEYED, and by these presents do GRANT. SELL AND CONVEY unto the said GRANTEE herein, all that certain lot, tract or parcel of land lying and being situated in the County of Brazoria, State of Texas, more particularly described as follows, to-wit:

1.002 acres of land out of Tract 21, of the Brazos Coast Investment Company Subdivision #8, in the F. J. Calvit League, Abstract 51, Brazoria County, Texas, being more particularly described by metes and bounds as follows:

BEGINNING at an iron rod in the Northeast line of Tract 21, Brazos Coast Investment Company Subdivision #8, F. J. Calvit League, Abstract 51, Brazoria County, Texas. Said beginning point bears South 45 deg. 36 min. East 20,00 feet from the original North corner of said Tract 21;

THENCE South 45 deg. 36 min. East along the division line of Tract 21 and 22, at 650.00 feet pass an iron rod, a total distance of 661.00 feet to the bank of the Intracoastal Canal;

THENCE South 42 deg. 40 min. West 65.96 feet along the bank of the Intracoastal Canal to a point for corner;

THENCE North 45 deg. 36 min. West at 1..00 feet pass an iron rod, a total distance of 663.00 feet to an iron rod in the Southeast right of way line of County Road No. 756;

THENCE North 44 deg. 24 min. East 65.93 feet along said Southeast right of way line to the place of beginning, and containing 1.002 acres of land, more or less.

va 1038 ma 735

THIS PROPERTY IS CONVEYED SUBJECT to all outstanding mineral and royalty conveyances against said property; and subject also to the rights of way appearing in Volume 319, at page 38. Volume 319, at page 40. Volume 319, at page 48. Volume 320, at page 341, Volume 798, at page 679, and Volume 798, at page 681 of the Deed Records of Brazoria County, Texas.

TO HAVE AND TO HOLD the above described premises, together with all and singular, the rights and appurtenances thereto in anywise belonging unto the said GRANTEE, its successors and assigns forever, and we do hereby bind ourselves, our heirs, executors, administrators, successors and assigns, to WARRANT AND FOREVER DEFEND, all and singular, the said premises unto the said GRANTEE, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

WITNESS OUR HANDS this the 30 day of

- , 1969.

Sam E. Dunnam, Individually and as Trustee for the Virginia Illig Dunnam Estate Trust

Carter Byron Christie

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have I have

Caig H. Christic, Attorney in Fact

Craig h. Christie

THE STATE OF TEXAS)
COUNTY OF Harris)

BEFORE ME, the undersigned authority, on this day personally appeared San. E. Dunnam, Individually and as Trustee for the Virginia Ellig Dunnam Estate Trust, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 30thday

. 1969.

707.

Notary Public in and for

Herris County Texas

Berg DEED -

W 1038 M 736

THE STATE OF TEXAS)
COUNTY OF)

BEFORE ME, the undersigned authority, on this day personally appeared Carter Byron Christie, known to me to be the person whose name subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the perposes and consideration therein expressed.

lay of _______ 1969.

Notary Public in and for

Nexus County, Texas

THE STATE OF TEXAS)
COUNTY OF

BEFORE ME, the undersigned authority, on this day personally appeared Craig H. Christie, in his individual capacity and as attorney in fact for Kay Christie, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 30

ay of _______, 1969.

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Notary Public in and for
Harris County, Texas

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THE STATE OF TEXAS)

COUNTY OF BRAZORIA)

KNOW ALL MEN BY THESE PRESENTS: That we, Carl M. Carroll, Jr. and Fred H. Ramer, Sr., of Harris County, Texas, called the GRANTORS, for and in consideration of the sum of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration, cash to us in hand paid by Billy G. Sandlin and Sobby L. Tanner, of Brazoria County, Texas, called the GRANTEES, the receipt of which is bereby acknowledged;

HAVE GRANTED, SOLD AND CONVEYED, and by these presents do
GRANT, SELL AND CONVEY unto the said GRANTEES herein, all that certain tract
or parcel of land, together with all improvements thereon; lying and being situated
in the County of Brazoria. State of Texas, more particularly described as follows,
to-wit:

Parts of Lot or Tract 21, Division8, of the Brazos Coast Investment Jumpany Subdivision, in the A. Calvit League, Abstract 51, Brazoria County, Taxas, described as follows:

<u>PIRST PANT</u>: BEGINNING et an iron rod which beers South 45 deg. 36 min. Last 20.00 feet and South 44 deg. 24 min. West 197.78 feet from the adminal North corner of Tract 21, Brazos Coast Investment Company Schdivision No. 8, F.J. Celvit League, Abstract 51, Brazoria County, Texas.

THENCE South 45 deg. 36 min. East at 640.00 feet pass an iron rod, a total distance of 649.00 feet to the back of the intracoastal Canal to a point for corner:

THENCE South 48 deg. 44 min. West 66.11 feet along the brink of the Intracoastal Canal to a point for corner;

THENCE North 45 deg. 36 min. West along the division line of Tracts 20 and 21, at 14.00 feet pass an iron rod, a btal distance of 654.00 feet to an iron rod in the Southeast right of way line of County Road No. 756;

THENCE North 44 deg. 24 min. East 65,92 feet along the said Southeast right of way line to the place of beginning.

The above described tract contains 0,986 acre of land. more of less.

SECOND TRACE: BEGINNING at an Iron rod which beers South 45 deg. 36 min. East 20,00 feet and South 41 deg. 24 min. West 55,93 feet from the original North corner of Tract 21, Brazos Coast Investment Company Subdivision No. 8, F. J. Calvit League, Abstract 51, Drazoria County, Texa s:

THENCE South 45 deg. 36 min. East at 650 00 fest pass an tron rod a total distance of 663.00 fest to the bank of the intracoastal Canal;

THENCE South 50 deg. 30 min. West 132-60 feet along the bank of the Intraconstal Canal to a point for corner;

THENCE North 45 deg. 36 min. West at 9.00 feet pass an iron rod a total distance of 649.00 feet to an iron rod in the Southeast right of way line of County Road No. 756;

THENCE North 44 deg. 24 min. East 131.85 feet along said Southeast right of way like to the place of beginning.

The above described tract contains 1.986 acres of lead, more or less.

THIS PROPERTY IS CONVEYED SUBJECT to the valid existing mineral and royalty reservations and easements of record in the office of the County Clerk of Brazoria County, Texas, affecting the above described property.

TO HAVE AND TO HOLD the above described premises, together with all and singular, the rights and appurtenences thereto in anywise belonging unto the said GRANTEES, their heirs and assigns forever, and we do rereby bind ourselves, our heirs, executors and administrators, to WARRANT AND FOREVER DEFEND, all and singular, the said premises unto the said GRANTEES, their heirs and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

WITNESS OUR HANDS, this pra

1969

Fred H. Ramer, Sr.

THE STATE OF TEXAS)

COUNTY OF BRAZORIA)

BEFORE M.E. the undersigned authority, on this day personally appeared Carl M. Carroll, Jr., known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 5 day of

Notary Public in and for

Brazarias County, Texas.

W. LOVING

THE STATE OF TEXAS)

CCUNTY OF Brazaria)

BEFORE ME, the undersigned authority, on this day personally appeared Fred H. Ramer, Sr., known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the _6_day of

1969,

Notary Public in and for

Bregond County, Texas.

W. LOVING Name Public & and his desirate decays. It

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BY CLERK CONTYCULT, MATCH ACO. TEXAS

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13082 THE STATE OF TEXAS)

GOUNTY OF BRAZORIA)

KNOW ALL MEN BY THESE PRESENTS: That we, Billy G. Sandlin and Bobby L. Tanner, of Brazoria County, Texas, called the GRANTORS, for and in consideration of the sum of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration, cash to us in hand paid by Gulfco Marine Maintenance, Incorporated, a corporation, called the GRANTEE, the receipt of which is hereby acknowledged:

HAVE GRANTED, SOLD AND CONVEYED, and by these presents do GRANT, SELL AND CONVEY unto the said GRANTEE herein, all that certain lot, tract or parcel of land, together with all improvements thereon, lying and being situated in the County of Brazoria, State of Texas, more particularly described as follows, to-wit:

Patrs of Lot or Tract 21, Division 8, of the Brazos Coast Investment Company Subdivision, in the A. Calvit League, Abstract 51, Brazoria County, Texas, described as follows:

FIRST PART: REGINNING at an iron rod which bears South 45 deg. 35 min. East 20.00 feet and South 44 deg. 24 min. West 197.78 feet from the original North corner of Tract 21, Brazos Coast Investment Company Subdivision No. 8, F. J. Calvit League, Abstract 51, Brazoria County, Texas;

THENCE South 45 deg. 36 min. East at 640.00 feet pass an tron rod, a total distance of 649.00 feet to the bank of the Intracoastal Canal;

THENCE South 48 deg. 44 min. West 66.11 feet along the bank of the Intracoastal Canal to a point for corner:

THENCE North 45 deg. 36 min. West along the division line of Tracts 20 and 21, at 14.00 feet pass an iron rod, a total distance of 654.00 feet to an iron rod in the Southeast right of way line of County Road No. 756;

THENCE North 44 deg. 24 min, East 65.92 feet along the said Southeast right of way line to the place of beginning.

The above described tract contains 0.986 acre of land, more or less.

DEED * : VOL 1041 PAGE 691

SECOND PART: BEGINNING at an iron rod which bears South 45 deg. 36 min, East 20.00 feet and South 44 deg. 24 min. West 65.93 feet from the original North corner of Tract 21, Brazos Coast Investment Company Subdivision No. 8, F. J. Calvit League, Abstract 51, Brazoria County, Texas;

THENCE South 45 deg. 36 min. East at 650.00 feet pass an tron rod a total distance of 663,00 feet to the bank of the Intracoastal Canal;

THENCE South 50 deg. 30 min. West 132,60 feet along the bank of the Intracoastal Canal to a point for corner;

THENCE North 45 deg. 36 min. West at 9.00 feet pass an iron rod a total distance of 649.00 feet to an iron rod in the Southeast right of way line of County Road No. 756;

THENCE North 44 deg. 24 min. East 131.85 feet along said Southeast right of way line to the place of beginning.

The above described tract contains 1,986 acres of land, more or less.

THIS PROPERTY IS CONVEYED SUBJECT to the valid existing mineral and royalty reservations and easements of record in the office of the County Clerk of Brazoria County, Texas, affecting the above described property.

TO HAVE AND TO HOLD the above described premises, together with all and singular, the rights and appurtenances thereto in anywise belonging unto the said GRANTEE, its successors and assigns forever, and we do hereby bind ourselves, our heirs, executors and administrators, to WARRANT AND FOREVER DEFEND, all and singular, the said premises unto the said GRANTEE, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof,

WITNESS OUR HANDS this the ____ day of ___

Brillin & Sandlin
Billy G. Sandlin
Bobby L. Tanage

WI 1041 mg 692

THE STATE OF TEXAS)

COUNTY OF BRAZORIA)

BEFORE ME, the undersigned authority, on this day personally appeared Billy G. Sandlin, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 31 day of

, 1969

Notary Public in and for

eubre.

'a

Brazoria County, Texas.

W. LOVING

THE STATE OF TEXAS)

COUNTY OF BRAZORIA)

REFORE ME, the undersigned authority, on this day personally appeared Bobby L. Tanner, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 104 day of

1969.

Notary Public in and for

Brazoria County, Texas.

T. LOVING

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OLINIK COUNTY COUNT, ASSESSED A GO. TOTAL

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. DEED OF TRUST EVOL 348 PAGE 207

KNOW ALL MAIN BY THESE PRESENTS:

COUNTY OF BRAZORIA

That we (i) GULFCO MARINE MAINTENANCE, INCORPORATED

Brazoria County, Texas, hereinster called Grantors (whether one or more) for the purposes of securing the indebtedness hereinafter described, and in consideration of the aum of Yen and no/100 (\$10.00) Dollars, to us in hand paid by the Trustee becomplier canced. The 'recept of which is cereby acknowledged, and for the further consideration of the uses, purposes and trusts bereinster set forth, have Granted, Sold and Conveyed, and by these presents du Grant, Sell and Convey unto FRED A. PALMER, JR.

Brazoria

of the following discribed real property situated in

County, Texas, and his substitutes or successors, all County, Texas, and described as follows, to-wit-

BEGINNING at an iron rod which bears S 45° 36' E 20,00 feet and S 44° 24' W 197.78

Brazoria

feet from the original North corner of Tract 21, Brazos Coast Investment Company Subdivision No. 8, F.J. Calvit League, Abstract 51, Brazoria County, Texas;

THENCE S 45° 36' E, at 640,00 feet pass an iron rod, a total distance of 649.00 feet to the Bank of the Intracoastal Canal;

THENCE S 48° 44' W 66.11 feet along the Bank of the Intracoastal Caual to a point for corner:

THENCE N 45° 56' W along the division line of Tracts 20 and 21, at 14,00 feet pass an iron rod, a total distance of 654.00 feet to an iron rod in the Southeast right-of-way line of County Road No. 756;

THENCE N 44° 24' E 65. 32 feet along the said Southeast right-of-way line to the place of beginning.

The above described tract contains 0.986 acres of land more or less;

BEGINNING at an iron rod which bears S 45° 36' E 20.00 f t and S 44° 24' W 65.93 feet from the original North corner of Tract 21, Brazos Const Investment Company Subdivision No. 8, F.J. Calvit League, Abstract 51, Brazoria County, Texas;

THENCE S 45° 36' E, at 650.00 feet pass an iron rod, a total distance of 663.00 feet to the Bank of the Intracoastal Canal:

THENCE S 50° 30' W 132,60 feet along the Bank of the Intracoastal Canal to a point for corner:

THENCE N 45° 36' W, at 9.00 feet pass an iron rod, a total distance of 649.00 feet to an iron rod in the Southeast right-of-way line of County Road No. 756;

THENCE N 44° 24' E 131.85 feet along said Southeast right-of-way line to the place of

The above described tract contains 1.986 acres of land more or less.

go to MARRANT AND COREVER DEFEND the stad orenases unto the said Truston, his substitute, or successors and assigns forevee, against The claims, or claims of all persons claiming or to claim the same or any part thereof

This convexant. Bewever, is made in TRUS fits groupe the prymem of one promissory case of even date besends, and described

One certain promissory note of even date herewith in the principal sum of Ten Thousand and No/100 (\$10,000.00) Dollars, made by GULFCO MARINE MAINTENANCE, INCORPORATED payable unto FIRST STATE BANK, CLUTE, TEXAS, principal and interest payable quarter-annually.

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Should Granto's do and perform all of the covenants and agreemens berein comanned, and make prompt payment of anti-light and so the mane shall become due and payment, from this conveyance shall become not and extrem force and effect, and shall be released in the impense of Granton, by the legal owner and bolder thereof, hereinstres called Banefictary.

The Gramors convenant and agree as follows:

That they are lawfully setzed of said property, and have the right to convey the same; that arid property is free from all encumbrances.

To protect the title and possession of said property and to pay when due all taxes and assessments now existing or hereafter levied or assessed under the laws of the State of Texas upon said property, or the interest therein created by this Deed of Trust, and to preserve and maintain the lieu bureby created as a first and prior lieu on said property including any improvements hereafter made a part of the realty.

To keep the improvements on said property in good repair and condition, and not to permit or commit any waste thereof; in keep said buildings occupied to as not to impair the insurance carried thereon.

To insure and keep insured all improvements now or bereafter created upon said property against loss or damage by fire and windstorm, and any other hazard or hazards as may be reasonably required from time to time by the Beneficiary during the term of the indebtedness bereby secured, or to the extent of the original amount of the indebtedness bereby secured, or to the extent of the full insurable value of said improvements whichever to the leaster, in such form and with such linearnace Companies, as may be approved by the Beneficiary, and to deliver to the Beneficiary the policies of each issurance having attached to said policies such mortgage indemnity clause as the Beneficiary shall direct; to deliver renewals of such policies to the Beneficiary at least ten [10] days before any such insurance policies shall expire; any sums which may become due under any such policy, or policies, may be applied by the Beneficiary at his option, to reduce such debt, or the Beneficiary may permit Grautors to use maid proceeds to repair or replace all improvements damaged or destroyed and covered by said policy.

That in the event Grantors shall fail to keep the improvements on the property hereby conveyed in good repair and condition, or to pay promptly when Jue all taxes and assessments, as aforesaid, or to preverve the prior lien of this Beed of Trust on said property, or to keep the buildings and improvements insured as aforesaid, or to deliver the policy, or policies, of insurance or the renewal thereof to the Beneficiary, as aforesaid, then the Beneficiary may, at his wition, but without being required to do so, make such repairs, pay such taxes and assessments, purchase any test title thereon, remove any prior liens, and prosecute or defend any suits in relation to the preservation of the prior lien of this Deed of Trust on said property, or insure etc. keep insured the improvements thereon in an amount not to exceed that above stipulated; that any sums which may be no paid out by the Beneficiary and all sums paid for insurance premiums, as aforesaid, including the costs, expenses and attorney's fees paid in any suit affecting and property when inscessery to protect the iren hereof shall bear interest from the dates of such payments at ten (10%) per cent per annum, and shall be paid by Grantors to the Beneficiary upon demand, at the same place at which the above described note is payable, and shall be dezmed a part of the debt hereby secured and recoverable as such in all respects.

That in the event of default in the payment of any installment, principal or increst of the note hereby secured, in accordance with the terms increased, or of a breach of any of the covenants herein committed to be performed by Grantions, then and in any of such events the Beneficiary may elect, Grantined to payment, to declare the emire principal indebtedness hereby secured with all interest accrued thereon and all other sums hereby secured immediately due and payable, and in the event of default in the payment of said indebtedness when due or declared due, it shall thereupon, or at any time thereafer, be the duty of the Trustee, or his successor or substitute as hersinafter provided, as the request of the Beneficiarty, (which resource is hereby conclusively presumed) to enforce this trust; and after advertising the time, place and terms of the sale of the above described and conveyed real property is situated, one of which notices shall be posted at the countboute door of sald county, and which notices may be socied. It is countried to the county where said real property is situated, one of which notices at the countboute door of sald county, and which notices may be socied. It is countried to the countried of the countries at the countried of the countried of the countries at the countried of the countries at a said shall be posted in each of such countries where the real property is situated and said above described and conveyed real property in notice. As herein provided shall be posted in each of such countries where the real property is situated and said above described and conveyed real property in such parcels, and the four each of such countries, and the notices so posted shall designate the country where the property will be solid), on the first Tursdry in such parcels, as the Tursdry and the notices at the Tursdry and the property is an entirety or in such parcels, as the first gray of the o'clock A. M. and four o'clock P. M., to th

It is agreed that in the event a foreclosure is reunder should be commenced by the Trustee, or his substitute or successor, the Beneficiary may at any time before the sale of the sale property direct the said Trustee to abandon the sale, and may then trustitite sull for the collection of said note, and for the foreclosure of this Deed of Trust Lies, it is further agreed that it the Beneficiary should institute a suit for the collection thereof, and for a foreclosure of this Deed of Trust Lies, that he may at any time before the entry of a final judgment in said suit utemiss the same, and require the Trustee, his Substitutes and Successors to sell the property in accordance with the provisions of this Deed of Trust.

The Beneficiary shall have the right to purchase at any sale of the property, being the highest bidder and to have the amount for which said property a sold are distent on the debt then owing.

The Beneficiary in any event, is hereby authorized to appoint a substitute Trustee, or a successor Trustee, to act instead of the Trustee named herein without other formsity than the designation in writing of a substitute or successor Trustee; and the exhabity hereby conferred shall extend to the appointment of other successor and substitute Trustees successively until the indebtedness hereby secured case been paid in full, or until said property (a sold hereinfore, and each substitute and successor Trustee shall succeed to all of the nights and powers of the original Trustee mand herein.

In the event any sale is made of the above described property, or any portion thereof, under the terms of this Beed of Trust, Grantors, their heirs and sasigns, shall fortheith upon the making of such sale surrender, and deliver possession of the property so sold to the Pirchner at such sale, and in the event of their failure to do no they shall thereupon from and after the making of such sale be and continue as the tenants at will of such Purchaser, and in the event of their failure to surrender possession of said property upon demand, the Purchaser, his heirs or assigns, shall be entitled to institute and maintain an action for forcible detainer of said property in the Justice of the Peace Court in the Justice Pircinct in which such property, or any part thereof is situated.

It is agreed that the lien hereby created shall take precedence over and be a prior lien to any other lien of any character whether vendor'r, materialments, or mechanic's lien because created on the above described property, and in the event the proceeds of the indeb-winess secured becaby as set forth herein are used to pay off and esticity any liens hereinforce existing on said property, then the Beneficiary is, and shall be, ...hrogated to all the rights, liens and remedies of the an ders of the indebiedness so paid.

" FEDEED OF TRUST

ivol 348 PAGE 209

It is further agreed that if the Granzors, their heirs or assigns, while the owner of the bereinshove described property, should commit as act of hankruptey, or authorize the filing of a voluntary petition in hankruptey, or should an act of cantemptey be committed and involuntary proceedings instituted or threatened, or should the property hereinshove described be taken used by a Receiver for Grantors, their heirs or assigns, the note hereinshows described shall, at the action of the Beneficiary, immediately become due and payable, and the acting Trustee may then proceed to sell the same under the provisions of this Deed of Trust.

In the event the here-nabove described property becomes various and remains various for more than thirty (30) connecutive days, the acting Trustee may at the request of the Beneficiary take possession of said property, and rem the same and such remail less the reasonable costs and expenses of collection thereof shall be applied as a credit or the indehedness hereby secured.

As further security for the payment of the hereinabove described indebtedness, Grantoes hereby transfer, assign, and convey unto the Genetic-nary all in its issuing or to hereafter issue from said real property, and in the event of any default to the payment of said note or heleunder, the Beneficiary, his agent; and representatives, is hereby authorized, at his option, to collect said revisa, or if such property is vacant to rem the same and collect the rents, and apply the reme to the payment of said indebtedness. The collection of said rents by the Beneficiary shall not constitute a waiver of his right to accelerate the maturity of said indebtedness nor of his right to proceed with the enforcement of this Deed of Trust.

It is agreed that an extension, or extensions, may be made of the time of payment of all, or any part, of the indebtedness accured hereby, and that any part thereof may be released from this lien without aftering or affecting the priority of the lien created by this Deed of Trust in layor of any junior encumbrances, mortgaged or purchases, or any person acquiring an invest in the property hereby conveyed, or any part thereof: it being the intention of the parties hereto to preserve this lien on the property herein described and all improves one that may be hereafter constructed thereon, first and superior to any tirns that may be placed thereon, or that may be fixed, given or imposed by both thereon after the execution of this instrument notwiths standing any such extension of the time of payment, or the release of a portion of said property from this lien.

That in the event any portion of the indebtedness hereinshove described cannot be lawfully secured by this Dead of Trust lien on said real property, it is agreed that the tirst payments made on said indebtedness shall be applied in the discharge of that portion of soid indebtedness.

That in the event all or any portion of the hereiasbove described real peoperty is taken by the right of eminent domain, all same which may be awarded to Gramora therefor in any condemnation proceedings shall be payable to the Beneficiary, and shall be applied lowerd the payment of said note.

Nothing herem or in said note contained shall ever entitle the Eencfloiary, upon the arising of any contingency whatsoever. To receive or collect interest to excess of ten (10%) per cent per annum to the principal indebtedness hereby secured and in no event shall Grantons be obligated to pay interest this room in excess of each rate.

If this Deed of Trust is executed by 1 by the person or by a componential, the plural reference to Grantons shall be held to include the singular and all of the covenants and agreements herein a dertaken to be performed by and the cights conferred upon the respective Grantons named herein, shall be binding upon and mure to the benefit of and only said parties respectively but also their respective heres, executors, administrators, grantees, successors and assigns.

The indebtodiess, the payment of which is hereby secured, is in part payment of the purchase price of the real property herein described, and the secured by a vendor's ten therein is fained in deed of even date herewith to the undersigned, and this Deed of Trust is given as additional security for the payment of said indebtodies.

The Grantors agree, at the request of the Buneficiary, to make advance payments to cover taxes and arsessments levied and to be levied against said property, and insurance premiums on policice pletiged to secure mand indebtedness, which payments shall be due on each interest paying date, and shall be in amounts sufficient to cover taxes, assessments, and premiums which cacrue during the period for which interest is then payine. If the total invocus of such payments on hand at any time discrete the amount then actually required to be paid to cover taxes, assessments and premiums, such excess shall, at option of Beneficiary, by refunded to Grantors or ne credited on said note or subsequent payments of similar nature to be made by Grantors shall not be sufficient to pay naises before the same become delimpent or to pay a Learning of naurance premiums before same become delimpent or to pay a Learning or insurance premiums before same become due, the Grantors agree to pay the deficiency upon denistic, in default of which the enter indebteness may be decisted due and payable.

It is appearably agreed that this Deed of Trust also accounts finding in the payment of any contail indebtedness bereafter to become owing by Grantors to Beneficiary, which forms indebtedness it is agreed shall bear interest from date of account of the same rates as that provided in the hereinbeture described and secured note and shall be payable to Beneficiary of the indebt-edness secured by this Deed or Trust and recoverable as such as an expects.

THE MALE AND A COLOR OF THE PROPERTY OF THE PR

HOUSEN AND DEATH

ENECUTED this

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Jay of

July

. A. O. 1969.

GULFCO MARINE MAINTENANCE, INCORPORATED

ATTEST:

BILLY G. SANDLIN, Its presiden

Achler & Janney

LVOL 348 ME 210

		j '
THE STATE OF TEXAS		
COUNTY OF		
•	ority, on this day personally appeared	
	o be the person whose name is subscribed to the foregoing instrument, and arknowledged to me that	
he execused the name for the purposes and consider	ration thereto expressed.	ļ
GIVEN UNDER MY HAND AND SEAL	L O" OFFICE, on this the day of	! .
A D. 19		
		}
	Nutary Public in and for County. Texas	
		*
		1
THE STATE OF TEXAS		
COUNTY OF		· ·
(5,000)		•
BEFORE ME, the unorraigned autho	rity, on this day personally appeared	
en.	d , the wife,	
both known to me to be the persons whose names ar	e subscribed to the (oregoing instrument, and acknowledged to me that they executed the same for	:
the purposes and consideration therein expressed, a	and the saud	:
wife of ward	having been examined by me	
privily and apper from her husband, and making the	name by me fully explained to her, she, the sold	
	acknowledged such instrument to be her act and deed, and she declared that abe had will-	
ingly signey the same for the purposes and consider	ration (berein expressed, six) that she did not wish to retract it.	
A D	OF OFFICE, on the the	
THE STATE OF TEXAS	Notary Fublic in and for County, Texas	
COUNTY OF BRAZORIA	j	1
•	<u>*</u>	
	the undersigned authority, on this day personally appeared ent of GULFCO MARINE MAINTENANCE, INCORPORATED,	•
	o be the person whose name is subscribed to the foregoing	
instrument, and acknowledge	d to me that he executed the same for the purposes and con-	1
sidentice therein expressed,	in the capacity therein stated and as the act and deed of	
person (pr potanion,		
RIVEN UNDER	MY HAND AND SEAL OF OFFICE, on this the	}
hay of July, AgD, 1969.		}
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H. R. S	STEVENS, IR	

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CLEAR COMPAGNICAL MARTINES CO. TEXAS BY STORY BOOK SEY OF 69-9-438

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VOL. 368 Pg. 650

A-465-DSED OF TRUST-With Tax and Incomes Charac

DEED OF TRUST

MARTER Contings Co. Date

THE STATE OF TEXAS, COUNTY OF BRAZORIA 1639

Know All Men By These Presents:

THAT THE UNDERSIGNED Gulfco Metine Maintenance, Inc., a Texas Corporation acting by and through its duly authorised officers.

of the County of Brazon	ria	and State of Texas, is	consideration of the debt
and trust hereinafter mentioned, l			
Bargain, Sell and Convey unto		and the second s	
Trustee, and to his successor or a	•	. •	
described property, situated, lying	and being in the County o	Brazoria	and State
of Texas, to-wit:			

Tract 21, Brazos Coast Investment Company Subdivision No. 8, F. J. Calvit League, Abstract 51, Brazoria County, Texas, and Tract 30, Brazos Coast Investment Company, No. 8, F. J. Calvit League, Abstract 51, Brazoria County, Texas.

TO HAVE AND TO HOLD the said described property, with all the rights, members, hereditaments and appurtenances, now, or hereafter at any time before the foreviouse hereof, in any wise appertaining or belonging thereto unto the said Trustee, and to his successor or substitute hereunder, and to his and their assigns forever. And the undersigned hereby bind 10 self. 158 belong electrons and abstract, to warrant and forever defend all and singular the said premises, unto the said Trustee, his successor or substitute in this trust, and to his or their assigns forever, against the lawful claim or claims of all persons whomsoever.

THIS CONVEYANCE is made in trust, however, to secure and enforce the payment of ODE.

promissory note of even date herewith (hereinanter referred to as note), executed by the undersigned, payable to

The First Freeport National Bank of which the following is a substantial copy:

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VOL 368 MCE 651

LIEN NOTE

\$ 162,000.00

Presport , Texas December____, 1970

FOR VALUE RECEIVED, I, we or either of us, promise to pay to The First Freeport National Bank or order, at Preeport, Brazoria County, Texas the sum of \$ 162,000.00 , with interest thereon from date until maturity at the rate of 8 1/2 % per annum, both principal and interest payable at Freeport, Brazoria County, Texas.

THE INTEREST ON THIS NOTE is payable on or before December____, 1971 and all past due interest and principal shall bear interest from maturity at the rate of 10% per annum.

THIS NOTE, together with all interest due thereon, is due and payable as follows: To be due on or before December . 1971.

payable as follows: To be due on or before December , 1971.

The payment of this note is secured by the deed of trust lien granted in the deed of trust of even date herewith from payor to D. V. Collins, Trustee, conveying:

Tract 21, Brazos Coast Investment Company Subdivision No. 8, F. J. Calvit League, Abstract 51, Brazoris County, Taxas, and Tract 30, Brazos Coast Investment Company, No. 8, F. J. Calvit League, Abstract 51, Brazoria County, Taxas.

THE PAYMENT OF THIS NOTE is further secured by a deed of trust of even date herewith.

or is collected by law or through any proceeding in court, either before or after maturity, then in any of said events, an additional ten per cent on the principal and interest remaining due hereou shall be added and collected as attorney or collection fees.

IT IS AGREED that failure to pay any installment of principal or interest on this note, when due, shall, at the option of the holder hereof, without notice, mature the whole of this note and the holder is authorized to immediately institute proceedings for foreclosure and collection.

THE MAKERS, signers and endorsers of this note severally waive demand, presentment, notice of dishonor, diligence in collection, protest and notice of protest, and agree to all extensions of time and partial payments before or after maturity without prejudice to the holders.

GULFCO MARIES MAINTENANCE, INC.

ATTEST:

Lecretery	President	
Perschally endorsed	AND QUARMITERS BY	

3. G. Sandila

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It is agreed that if default be made in the payment of any principal or interest on said note, or in the performance of the covenants or agreements herein contained, or any of them, then at the option of the legal holder of said note, the whole of the principal debt herein secured shall become due and payable, and may be collected by said or by proceedings hereunder; and it is further agreed that if said indebtedness is not paid when due, and is placed in the hands of an attorney for collection, or if collected through the Probate Court, a reasonable amount shall be added thereto as attorney's ices.

It is also agreed that this Deed of Trust covers may and all renewals of the above described indebtedness.

NOW, THEREFORE, if the said indebtedness be paid, both principal and interest, as the same becomes due and payable, and if the covenants and agreements herein contained be kept and performed, then, and in that case only, this conveyance shall become null and void, and the property berein conveyed shall become wholly clear of said debt, and these presents released in due form at the Grantor's cost, otherwise to remain in full force and effect; but if default shall be made in the payment of said note, or any installment of interest tiercon, when the same shall become due of in case of the breach of any of the agreements or covenants herein mentioned, then at the request of the legal holder of said note, the said Trustee, or his successor or successors appointed bersunder, is hereby authorized and empowered to sell

Brazoria County, Texas, between the bours of ten o'clock a.m. and four o'clock p.m., on the first Tuesday in any month after having given notice of the time, place and manner of sale by posting written notices thereof at three public places in said county, one of which shall be at the Court House door of said county, for three consecutive weeks prior to the day of sale, and it is hereby agreed that the said Trustee, or his successor, may sell said property to gether or in lots or parcels, as to him shall seem expedient; and after said sale as aforesaid, shall execute and deliver to the purchasers thereof, good and sufficient deed or deeds in law to the property so sold, in fee simple, with the usual warranties, and shall receive the proceeds of said sale, and out of the same shall pay: First, all charges, costs and expense of executing this trust, including a fee of 5% to the Trustee on the total of the indebtodness secured by this Deed of Trust; Second, the note above described and all sums of money due or to become due herenoder, with interest as agra-d; and, Third, shall receive the overplus, if any, unto the undersigned herein, or legal representatives or assigns.

IT IS FURTHER AGREED that, in the event of a foreclosure under the power granted bereby, the owner in possession of said property, or any one claiming under him and in possession as tenant or otherwise, shall thereupon become the tenant at will of the purchaser at such foreclosure sale, and should such tenant refuse to surrender possession of said property upon demand the purchaser shall thereupon be entitled to institute and maintain the statutory action of foreible entry and detainer, and procure a writ of possession thereunder.

IT is SPECIALLY AGREED that when, as and if any accelerated maturity of any item secured by this instrument may be declared due under any term of this or any other paper evidencing the debt or any part thereof, that the maximum amount that can be collected for or on account of the debt shall be the principal amount thereof and interest accrued to —e date of payment at not to exceed ten per cent, per annum. That if any possible construction of any and all of the papers may seem to indicate any possibility of a different power given to the creditor or any authority to ask for demand, or receive any larger rate of interest the parties covenant that same is a missiske in calculation or working which this clause is intended to override and control.

IT IS SPECIALLY AGREED that in case of any sale hereunder, all prerequisites to said sale shall be presumed to have been performed, and that in any conveyances given hereunder all statements of facts, or other recitals therein made, as to the non-nayment of money secured, or as to the breach or non-performance of any of the coverants berein set forth, or as to the request of the Trustee to enforce this Trust, or as to the proper and due appointment of any substitute Trustee, or as to the advertisement of sale, or time or place or manner of rails, or as to any other preliminary act or thing, shall be taken in all courts of law or equity as prima facie evidence that the facts so stated or recited are true,

WE 200 MESS

Secretary Property OF TEXAS, OUNTY OF PRAZORIA and for mid County, Tune, on this day passently appeared. As Secretary and for mid County, Tune, on this day passently appeared. A Secretary A Secre	BEFORE IR, the understand outleastly, and In President of Gorporation a tempolog instrument, and acknowledge, to me that and Any of December AD to 70 Cliffe Kicker Lack c. L. aroria County, Tempolog Expires June 18, the andersigned authority,
and for mid County, Tunne, on this day parametry appeared. A. G. TEXA GULFCO MARTINE MAINTENANCE. INC. A TEXA CONTROL OF TEXAS. Notary Property for the purposes and consideration therets and PARTIE STATE OF TEXAS. OUNTY OF. I and for said County, Texas, on this day passonally appeared. Wife of	Corporation stongoing informat, and admonisting to me that med. Any of December: AD to 70 Classes Kicken back County, Tens on Engine June. BEFORE MR, the andersigned authority,
CONTY OF Canada the same for the perpense and consideration thereta expenses and for each far same for the perpense and consideration thereta expenses for the perpense and consideration thereta expenses for the perpense and consideration thereta expenses for the STATE OF TEXAS, COUNTY OF County, Texas, on this day personally appeared. Wife of moves to use to be the perpens whom messes is subscribed to the foregoing is more from her bushesed, and heritag the same fully suplement to her, she the research it. GIVEN UNDER MY HAND AND SEAL OF COVICE, This. Class.) Notary P. My Committee STATE OF TEXAS.) OUNTY OF. It and for said County, Tome, on this day personally appeared. And for said County, Tome, on this day personally appeared. And the said sectioned the stemps for the personal stemps are relactibled to her said sectioned by me puttily and appet fives her bushesed, and having the same full sectioned by me puttily and appet fives her bushesed, and having the same full sectioned by me puttily and appet fives her bushesed, and having the same full sectioned by me puttily and appet fives her bushesed, and having the same full sectioned by me puttily and appet fives her bushesed, and having the same full sectioned by me puttily and appet fives her bushesed, and having the same full sections of the said.	SOURCE ME, the andersigned sutherity,
THE STATE OF TEXAS, output the bas wellingly olysed the mass for the purposes and consideration thereto expected to the last the purpose whose means is subscribed to the foregoing of the foregoing the mass of the purpose and constant it. Given under My hand and having the mean fully explained to her, she the researt it. Given under My hand and and series for the purposes and constant it. Given under My hand and and series for the purposes and constant it. Output under My hand and and series for the purposes and constant it. Output under My hand and and series for the purpose and constant it. Output of the series of the purpose and constant its foreign and series for the purpose and series for mass are related to bey each assemble the stage. At the purposes and constant the stage for me put beginning to the stage the s	December AD 9 70 LISTE Such as To County, Tense to Espires June 12 71 BEFORE MR, the andersigned authority,
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HE STATE OF TEXAS, and for said County, Texas, on this day passonally appeared. wife of a county to be the purpose whose manue is subscribed to the foregoing it are from her bushond, and having the manue fully emphased to her, she the separate it. Given under My Hand and Seal Of Courte, This	BEFORE MR, the andersigned sutherity,
THE STATE OF TEXAS, country or and for said Country, Terras, on this day passentally appeared. wife of	HEFORE MR, the andonigned authority,
and for said County, Texas, on this day passensity appeared. Wife of the said to be the purpose whose means is subscribed to the foregoing for from her humband, and having the seems fully explained to her, she the set declared that she had willingly eigened the seems for the purposes and or regard it. GIVER UNIDER MY HAND AND SEAL OF COVICE, This My County Portion of the said County, Texas, on this day presently appeared and seems for with, both howard, to see to be the purposes and counterful the seems for seems of the said securing the seems for seal and assessed the seems for the purposes and counterful the seems for securing the securi	В.
next to me to be the proven whose name is subscribed to the foregoing is not from her bushesed, and having the series fully explained to her, she the street fit of declared that she had willingly eigend the same for the purposes and of researt it. GRYER UNDER MY HAND AND SEAL OF GRUCE, This	<u> </u>
Notary Post My Committee STATE OF TEXAS, OURSEY OF	
THE STATE OF TEXAS, COUNTY OF	c
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is with, both learning to me to be the paymen who was an enterribed to bey such assessed the stage for the payment and co-admittes therein expen- wish of the mid- stracted by me patisfy and appart from her hunboard, and having the arms ful-	REPORT MR, the understand path-religion
try such streamed the stage for the property and consideration therein expre- velle of the mid- resulted by me privily and appet from her huntened, and having the same ful-	بن مر
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to the state of th	explained to her, she, the said
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Notary 7	nowledged much instrument to be her set and deed, and 3
	nowledged much instrument to be her set and deed, and 3

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THE STATE OF TEXAS)

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COUNTY OF BRAZORIA)

RELEASE OF LIEN

IN CONSIDERATION of the payment of the indebteiness described in and secured by the liens created by the instruments hereinafter mentioned, the undersigned, as the legal owner and holder of such indebtedness, does hereby release from the operation of the liens thereby created, the real property described in the instruments of record in the office of the County Clerk of Brazoria County, Texas, as follows, to-wit:

The beed of Trust from Galfan Harrye Mathicenance, inc. to Fred A. Palmer, Trouvee, dated 7/2/69, recorded in Vol. 368, page 20% of the Deed of trust Records of Brazoria County, Texas, conveying.

BEGINGING at an Iron rod which hears 2 450 34' E 20, 60 feet and 5 44" 24' W 167.78" feet from the original North corner of Truct 21, Brazon Coast Investment Coloquing Subdivision No. 8, F.J. Caivil Laugue, Abstract 61, itresuria County, Trans. THENCE 8 4th 3st E, at \$40.50 fest pean an true rod a tr I distance of \$40.00 fest to the Bank of the Intracoauted Caret;

THENCE 6 480 447 W 88.11 furt along the bank of the Expecuence Canal to a point for

THENCE N 400 30' W appropriate division time of Tracts 20 and 21, at 14.00 iset pass as tron rud, a total distance of 654.06 feet to an iron red to the Sentiment rigor-of-way time of Courty Ross No. 756,

THENCE N 440 24' K 85.62 feet along the make bounkeast right-of-way than to the place of tegranicy.

The shove described tract contains 6, 185 scree of and more or less,

BECINNING at an tron red witten hours 3 45% to 12 20, to fact and 5 44% 44° W 46, 44 fest from the original North corner of Tract 21, aroma Cond Investment Company Subdivision No. 8, F.J. Calva "eagus, Abstract 61, Brazeru County, Texas;

THENCE 5 46" 38" E, at 600.00 feet pane as tron pag, a tales cimeace of 600.00 feet to the Back of the latencemental Counts

THENCE 5 50" 30' W 132.50 fest upon the limit of the letrocassal Come to a post for corner:

THENCE N 450 36' W, at 6.00 feet page as from rad, a total statumen of 846.00 feat to an tree rod in the Southeast right-of-way like of County issue No. 768.

THENCE N 44" 24' E 1... 35 less along said became at right-of-way line to the place of beganding.

The shore described tract contains 1.886 veres of said more or less.

DRED OF THUST FO

EXECUTED THIS ... / DAY OF December 19 70 . FIRST STATE BANK OF CLUTE ıπ THE STATE OF TEXAS) ٠, COUNTY OF BRAZORIA) BEFORE ME, the undersigned authority, on this day personally appeared President of the First State amb of Obno, Toxas known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed. GIVEN UNDER MY HAND AND SEAL OF OFFICE this 22 Adday of 19 19.

Notary Public in and for Brazoria County, Texas
Filed to: Record at Fos o'clock A. M.

Acc of 10 70 H. H. Stevens, k.;
Chera County Court, Brazoria County,

G

DEED OF TRUST :.

6264

THE STATE OF TEXAS

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF BRAZORIA

This DEED OF TRUST, made and entered into by and between Gulfco Marine Maintenance, Inc.

of Brazoria County, Texas, hereinafter called GRANTOR (whether one or more) and D. V. Collins

of Brazoria County, Texas, hereinafter called TRUSTEE, and The First Freeport National Bank

of Brazoria County, Texas, hereinafter called HOLDER, to-wit:

l. GRANTOR, for the purpose of securing the indebtedness hereinafter described, and the further consideration of \$10.00 to GRANTOR paid by TRUSTEE, receipt of which is hereby acknowledged, and the further consideration, uses, purposes and trusts herein set forth, have SOLD, GRANTED AND CONVEYED, and by these presents do SELL, GRANT AND CONVEY unto TRUSTEE, and his substitutes, successors and their assigns, the following described real property, to-wit:

Tracts Twenty one (21), Twenty two (22), Thirty (30), and Fifty Six (56), Brazos Coast Investment Company Subdivision No. 8, F. J. Calvit Lengue, Abstract 51, Brazoria County, Texas

Page 2, Deed of Trust

- 2. TO HAVE AND TO HOLD the above described property, together with all rights, privileges, appurtenances, rents, royalties, income, abstracts of title, title papers, and insurance policies appertaining or thereunto belonging, to TRUSTEE and his substitutes, successors and their assigns forever; and GRANTOR hereby covenants to warrant and defend the title to said property against the claim or claims of all persons whomsoever.
- 3. In Trust, however, to secure the full payment of the following indebtedness:
 Note payable fifteen (15) years from date of Note in installments, including principal and interest, each in the amount of \$2,316.00, payable monthly, beginning two (2) months from date of Note and until ten (10) years from date of Note; and installments of \$1,773.00 including principal and interest, payable monthly thereafter, and the balance of principal and interest payable fifteen (15) years from date of Note; with the further provision that each said installment shall be applied first to interest accrued to the date of receipt of said installment, and the balance, if any, to principal.
- 4. Should GRANTOR make prompt payment of the above described note and all renewals and tensions thereof as the same shall become due and payable and perform all of the acts, conditions, obligations and covenants contained in this deed of trust and in said above described note, the terms of which are incorporated herein by reference, this DEED OF TRUST shall become null and void, and shall be released by HOLDER at the expense of GRANTOR.
 - 5. GRANTOR COVENANTS AND AGREES AS FOLLOWS:
- (a) PAYMENTS: Grantor will pay the principal and interest of the above described note in accordance with the terms thereof.
- (b) INSURANCE AND TAXES: Grantor will keep the improvements on the above described property insured against loss by fire and extended coverage policy in at least the sum of in a company or companies acceptable to HOLDER, with standard mortgage clause in favor of HOLDER, all policies and renewals thereof to be written for not less than three years with premiums prepaid, and deposited with HOLDER as soon as issued; HOLDER is hereby authorized to collect all sums which may become due under any of said policies, and at Holder's option, apply same to rebuild or restore said improvements or to reduce the above described incebtedness, whether then matured or not, deducting therefrom any expenses incurred in connection with the handling or collecting of said sums.

Grantor will pay all taxes and assessments that are or may become due and payable on the above described property under any law, ordinance or regulation whether made by federal, state or municipal authority, before any interest or penalty accrues thereon.

And it is especially agreed that if the undersigned shall fail to effect said insurance and deliver such policies, as herein provided, or to pay such taxes, then the said insurance may be effected and said taxes may be paid by the legal holder of said note, and sums so expended shall be a demand obligation and become part of the debt hereby secured, and shall draw interest at the same rate as

provided in the above described note from date so expended until paid, or at the option of the holder of the debt secured hereby, the entire principal indebtedness may be declared due, and be collected in any manner provided in this instrument, or provided by law.

- (c) OCCUPANCY: Grantor will keep the above described property occupied so as not to impair the insurance carried thereon and if said above described property should remain vacant for more than 30 days HOLDER shall have the option of taking possession and renting same for and on behalf of GRANTOR as provided in Paragraph 12 hereof.
- (d) REPAIRS: Grantor will keep the improvements on the above described property in good repair and condition, and will not remove said improvements, or any part thereof.
- (e) TITLE: Grantor warrants that said above described property is free from encumbrances and that GRANTOR is lawfully seized of said property.
- (f) FUTURE LIENS: Grantor agrees not to allow to be fixed, or enter into any contract whereby there may be fixed, on the above described property or any part thereof, without the written consent of HOLDER, any mechanic's lien or other lien of any character whatsoever.
- (g) CONDEMNATION: Grantor agrees that in the event any portion of the above described property is taken by the right of eminent domain, all sums which may be awarded to GRANTOR in any condemnation proceeding shall, at the option of HOLDER, be applied on the above described indebtedness.
- (h) APPLICATION OF PAYMENTS: Grantor agrees that in the event any portion of the above described indebtedness now or hereafter created cannot be lawfully secured by the liens renewed, extended or granted by this deed of trust on the above described property, all payments made on said indebtedness shall be applied to the discharge of the unsecured portion of said indebtedness until same is paid.
- (i) PRIOR LIENS: Grantor agrees that in the event any lien, charge, or encumbrance is claimed or asserted by any person or party to be prior or superior to the lien of this DEED OF TRUST, to immediately pay off, discharge or remove such lien, charge or encumbrance from the above described property, whether or not the same prove in fact to be prior or superior to the lien of this DEED OF TRUST.
- (j) COST: Grantor will pay, on demand, for all abstracts, title policies, recording fees and attorneys' fees necessary to complete this transaction.
- 6. Should GRANTOR fail or refuse to make prompt payment of the above described note as the same shall become due and payable or fail or refuse to perform any of the acts, conditions, obligations and covenants herein provided, then this DEED OF TRUST shall remain in force and effect and HOLDER shall be entitled, without being under legal obligation to do so, to exercise the option of:

375 as 149 Page 4, Deed of Trust

- (a) Declaring the whole of the note secured by this DEED OF TRUST, including principal, interest and all sums and expenses expended by HOLDER for and in behalf of GRANTOR as herein provided, immediately due and payable and instituting suit for the collection of same, and for the foreclosure of this deed of trust lien.
- (b) Declaring the whole of the note secured by this DEED OF TRUST, including principal, interest and all sums and expenses expended by HOLDER for and in behalf of GRANTOR as herein provided, immediately due and payable, with or without notice to GRANTOR and without presenting for payment any matured part of the indebtedness secured by this DEED OF TRUST, and cause trustee sale to be made.
- (c) Performing or causing to be performed for and in behalf of GRANTOR any acts, conditions, obligations and covenants which GRANTOR has failed or refused to perform and all sums so expended, including attorneys' fees, court costs, taxes, insurance premiums, agent's fees or commissions, or any other cost or expense of any type or nature, shall bear interest from the date of payment at the rate provided in the above described note, and shall be payable at the place designated in the above described note and shall be secured by the lien or liens securing the payment of the above described note and payable on demand, or in any manner provided in this instrument or provided by law.
- 7. Should HOLDER elect to exercise the option of enforcing this trust by trustee's sale as above provided, it shall be the duty of TRUSTEE upon request to do so by HOLDER, to sell the above described property, or any part thereof, at public venue to the nighest bidder for cash at the door of the courthouse of the county in which said property is situated, first giving 21 days public notice of the time, terms, and place of said sale and of the property to be sold, by notice given in the manner at such date required by the laws of the State of Texas for sale of real estate under deeds of trust, and upon such sale said TRUSTEE shall execute and deliver a deed or deeds conveying in fee simple the property sold to the purchaser or purchasers thereof, with full covenants of warranty, conveying all the title which GRANTOR has in said premises at the date of said sale or had at the date of execution thereof, and shall receive the proceeds of said sale, out of which shall be paid, first, the cost and expenses of executing this trust, including compensation of 5% of the amount due at said date on said indebtedness to TRUSTEE for his rervices; next, to the payment of all sums of money that may have been expended by HOLDER for and in behalf of GRANTOR as herein provided; next. to the full payment of principal, interest and attorney's fees due and unpaid on the note secured by this DEED OF TRUST, and the remainder, if any, shall be paid to GRANTOR. It is agreed that the recitals in the conveyance to the purchaser, or purchasers, shall be full and conclusive evidence of the truth of the matters therein stated, and all prerequisites to said sale shall be presumed to have been performed, and such sale and conveyance shall be conclusive against GRANTOR, his heirs and assigns.
- HOLDER shall have the right to become the purchaser at all sales to enforce this trust, being the highest bidder, and to have the amount for which such property is sold credited on the debt then owing.

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Page 5, Deed of Trust

- 9. If the above named TRUSTEE should die, resign, remove from the State of Texas, become disqualified from acting, or fail or refuse to act when requested by HOLDER to do so, HOLDER shall have full power to appoint, without notice to GRANTOR, by an instrument in writing, a substitute trustee, and, the right to appoint a substitute trustee shall exist as often and whenever from any of said causes, any trustee, original or substitute cannot or will not act, and said substitute trustee shall succeed to all the estates, rights, powers and duties of the above named TRUSTEE.
- 10. In the event the money secured by this DEED OF TRUST or any part thereof, is used to pay off or discharge any lien, charge or encumbrance upon or against the above described property, HOLDER shall be subrogated to all such liens, charges or encumbrances so paid off, satisfied or discharged, and to all of the rights of the person or persons to whom such payments are made.
- 11. In no event shall GRANTOR or any party liable on the above described note be required to pay interest in excess of the rate allowed by the laws of the State of Texas, it being the intention of the parties to conform strictly to the usury laws now in force and the above described note or the contract for interest shall be held to be subject to reduction to the amount allowed under said usury laws as now or hereafter construed by the courts having jurisdiction.
- 12. As additional security for the payment of the above described note, and as part of the consideration herefor, GRANTOR does hereby sell, transfer, and assign unto HOLDER, all rents and revenues, together with the landlord's lien that may accrue by reason of any lease or contract on the above described property and the right to take possession of and rent for the account of GRANTOR said above described property; provided however, that so long as GRANTOR complies with all of the terms and conditions herein, GRAMTOR may collect and retain all such rents and revenues; but if GRANTOR fails or refuses to comply with all the terms and conditions herein, HOLDER shall have the option of demanding and collecting said rents and revenues and taking possession of said above described property and renting same for and on behalf of GRANTOR and applying all rents and revenues upon the above described indebtedness after deducting all costs of collection and administration. HOLDER shall not be liable for damages to any person arising from the condition of the premises during the time that ROLLER has possession or is collecting the rents and revenues, but such damages, if any, shall be the obligation of GRANTOR, and GRANTOR agrees to keep HOLDER harmless in such event.
- 13. In the event of a foreclosure under the power granted hereby the owner or owners in possession, their heirs, assigns and legal representatives, or any person holding under them or in possession of the above described property, shall the eupon become the tenant or tenants at will of the purchaser at such foreclosure sale; and should such tenants, owners, or persons in possession fail or refuse to surrender said premises on demand, the purchaser shall thereupon become entitled to institute and maintain the statutory action of forcible detainer, and procure a writ of possession thereunder.

👱 DEED OF TRUST 😭 v (375 as 151 Page 6, Deed of Trust

- 14. The above named HOLDER or any other owner or holder of the above described note is herein called HOLDER and all of the terms, conditions and covenants contained in this DEED OF TRUST shall bind and inure to and be for the benefit of the respective heirs, executors, administrators, successors, and assigns of the GRANTOR and HOLDER.
- 15. Whenever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall include all genders, wherever the context so admits.
- 16. The exercise by HOLDER of any right or option hereunder shall not constitute a waiver of the right to exercise any other right or option hereunder and the failure of HOLDER to exercise any right or option hereunder shall not constitute a waiver of said right or option or any other right or option hereunder.
- 17. This DEED OF TRUST shall secure in addition to the above indebtedness any and all other indebtedness of the undersigned to HOLDER, its successors, assigns and legal representatives now owing or which may hereafter become owing whether evidenced by note, open account, overdraft, endorsement, surety, guarantor or otherwise.
- 18. This Deed of Trust renews and extends and does extinguish the indebtedness and liens set forth in the deed of trust between the same parties hereto dated December 15, 1970, to the extent of \$162,000.00, and recorded in Volume 368, on page 650 Deed of Trust Pecords of Brazoria County, Texas, reference to which is here made for all purposes.

EXECUTED THIS 331 day of April, 1971.

ATTEST:

CULFOO MARINE MAINTENANCE, INC.

No Seal

By B. M. Boan S. Dan's Billy George Sandlin, President

₩ DEED OF TRH'ST vir. 375 in 152

THE STATE OF TEXAS

COUNTY OF BRAZORIA

BEFORE ME, the undersigned authority, on this day personally

Billy George Sandlin, President of Gulfco Marine appeared Maintenance, Inc.

known to me to be the person

and officer

whose

subscribed to the foregoing instrument and acknowledged name ĹS executed the same for the purposes and consideration to me that therein expressed., and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 23 4 day April , 19 71. οſ

Notary Public in and for

Brazoría

County, Texas

SHIRLEY BURWELL NOTARY PUBLIC BRAZORIA COUNTY, TEXAS

FILED FOR RECORD

AT 1:370'CLUCK A. M.

APR 27 1971

H. R. STEVENS, JR.

GENERAL WARRANTY DEED

THE STATE OF TEXAS I

KNOW ALL MEN BY THESE PRESENTS:

THAT Gulfco, Inc., a Texas corporation (formerly known as Gulfco Marine Maintenance, Inc., but whose corporate name was changed to Gulfco, Inc. by amendment to its Articles of Incorporation duly filed with the Secretary of State of the State of Texas on the 8th day of January, 1973, under Charter No. 259771), with offices at Freeport, Texas, hereinafter called GRANTOR, acting by and through its officers duly authorized, for the consideration hereinafter set out has GRANTED, SOLD, AND CONVEYED, and by these presents, hereby does GRANT, SELL, AND CONVEY unto Chromalloy American Corporation, a Delaware corporation, hereinafter called GRANTEE, all those certain lots, tracts, or parcels of land, together with all improvements thereon, situated in Brazoria County, Texas, and described as follows:

(a) Parts of Lot or Tract No. 21, Division 8, of the Brazos Coast Investment Company Subdivision, in the F. J. Calvit League, Abstract 51, Brazoria County, Texas, same being the property conveyed to Gulfco Marine Maintenance, Inc. from Billy G. Sandlin and Bobby L. Tanner by deed dated July 2, 1969, of record in Volume 1041, Page 690, Deed Records of Brazoria County, Texas, to which reference here is made for all purposes; said property being more particularly described as follows:

FIRST PART: BEGINNING at an iron rod which bears South 45 deg. 36 min. East 20.00 feet and South 44 deg. 24 min. West 197.78 feet from the original North corner of Tract 21, Brazos Coast Investment Company Subdivision No. 8, F. J. Calvit League, Abstract 51, Brazoria County, Texas;

THENCE South 45 deg. 36 min. East at 640.00 feet pass an iron rod, a total distance of 649.00 feet to the bank of the Intracoastal Canal;

THENCE South 48 deg. 44 min. West 66.11 feet along the bank of the Intracoastal Canal to a point for corner;

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P. G. CRAWSK 2176
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DEED 71

THENCE North 45 deg. 36 min. West along the division line of Tracts 20 and 21, at 14.00 feet pass an iron rod, a total distance of 654.00 feet to an iron rod in the Southeast right-of-way line of County Road No. 756;

THENCE North 44 deg. 24 min. East 65.92 feet along the said Southeast right-of-way line to the place of beginning.

The above described tract contains 0.986 acre of land, more or less.

SECOND PART: BEGINNING at an iron rod which bears South 45 deg. 36 min. East 20.00 feet and South 44 deg. 24 min. West 65.93 feet from the original North corner of Tract 21, Brazos Coast Investment Company Subdivision No. 8, F. J. Calvit League, Abstract 51, Brazoria County, Texas;

THENCE South 45 deg. 36 min. East at 650.00 feet pass an iron rod a total distance of 663.00 feet to the bank of the Intracoastal Canal;

THENCE South 50 deg. 30 min. West 132.60 feet along the bank of the Intracoastal Canal to a point for corner;

THENCE North 45 deg. 36 min. West at 9.00 feet pass an iron rod a total distance of 649.00 feet to an iron rod in the Southeast right-of-way line of County Road No. 756;

THENCE North 44 deg. 24 min. East 131.85 feet along said Southeast right-of-way line to the place of beginning.

The above described tract contains 1.986 acres of land, more or less.

(b) Part of Tract 21 of the Brazos Coast Investment Company Subdivision No. 8, in the F. J. Calvit League, Brazoria County, Texas, the same being the same property conveyed to Gulfco Marine Maintenance, Inc. from Sam E. Dunnam, Individually and as Trustee for the Virginia Illig Dunnam Estate Trust, and Carter Byron Christie et al, by deed dated July 30, 1969, of record in Volume 1038, Page 734, Deed Records of Brazoria County, Texas, to which reference here is made for all purposes; said property being more particularly described as follows:

1.002 acres of land out of Tract 21, of the Brazos Coast Investment Company Subdivision No. 8, in the F. J. Calvit League, Abstract

DEED

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51, Brazoria County, Texas, being more particularly described by metes and bounds as follows:

BEGINNING at an iron rod in the Northeast line of Tract 21, Brazos Coast Investment Company Subdivision No. 8, F. J. Calvit League, Abstract 51, Brazoria County, Texas. Said beginning point bears South 45 deg. 36 min. East 20.00 feet from the original North corner of said Tract 21;

THENCE South 45 deg. 36 min. East along the division line of Tract 21 and 22, at 650.00 feet pass an iron rod, a total distance of 661.00 feet to the bank of the Intracoastal Canal;

THENCE South 42 deg. 40 min. West 65.96 feet along the bank of the Intracoastal Canal to a point for corner;

THENCE North 45 deg. 36 min. West at 13.00 feet pass an iron rod, a total distance of 663.00 feet to an iron rod in the Southeast right-of-way line of County Road No. 756;

THENCE North 44 deg. 24 min. East 65.93 feet along said Southeast right-of-way line to the place of beginning, and containing 1.002 acres of land, more or less.

- (c) Tract No. 22, Brazos Coast Investment Company Subdivision, Division No. 8, F. J. Calvit League, Abstract 51, in Brazoria County, Texas, according to the map or plat thereof duly recorded in the office of the County Clerk of Brazoria County, Texas, the same being the same property conveyed to Gulfco Marine Maintenance, Inc. from B. L. Tanner by deed dated the 14th day of May, 1970, of record in Volume 1060, Page 535, Deed Records of Brazoria County, Texas, to which reference here is made for all purposes.
- (d) Tract No. 27, Brazos Coast Investment Company Subdivision No. 8, F. J. Calvit League, Abstract 51, Brazoria County, Texas, the same being the same property conveyed to GRANTOR herein from Roy F. Belanger et ux by deed dated February 14, 1975, and filed of record in the office of the County Clerk of Brazoria County, Texas, February 17, 1975, under clerk's file No. 2957, Volume 1236, Page 177, Deed Records of Brazoria County, Texas, to which reference here is made for all purposes.

DEED

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(e) Part of Tract No. 24, Brazos Coast Investment Company Subdivision No. 8, F. J. Calvit League, Abstract 51, Brazoria County, Texas, the same being the same property conveyed to Gulfco, Inc. from J. O. Angle by deed dated the 14th day of February, 1975, of record in Volume 1235, Page 859, Deed Records of Brazoria County, Texas, to which reference here is made for all appropriate purposes; said property being more particularly described as follows:

The surface only of a lot 110 feet wide off of the West or Southwest side of Tract No. 24 out of the Brazos Coast Investment Company's Subdivision No. 8, F. J. Calvit, Jr., Survey, Abstract No. 51, Brazoria County, Texas, said 110 feet wide lot being described more particularly by metes and bounds as follows, to-wit:

BEGINNING at the Northwest corner of said Tract No. 24, same being in the Southeast right-of-way line of a 60 foot road;

THENCE North 44 deg. 24 min. East a distance of 110 feet along said road right-of-way line to a point in said line for the Northeast corner;

THENCE South 45 deg. 36 min. East to a point on the North bank of the Intracoastal Canal for the Southeast corner;

THENCE in a Westerly direction following the meanders of said canal to the Southwest corner of said Tract 24 for corner:

THENCE North 45 deg. 36 min. West along the Southwest or West line of said Tract 24 a distance of 737.48 feet, more or less, to the place of beginning.

- (f) Tract No. 30, Brazos Coast Investment Company Subdivision No. 8, F. J. Calvit League, Abstract 51, Brazoria County, Texas, same being the same property conveyed to Gulfco Marine Maintenance, Inc. from John M. Gresham by deed dated February 28, 1970, of record in Volume 1059, Page 724, Deed Rec ords of Brazoria County, Texas, to which reference here is made for all appropriate purposes.
- (g) Tract No. 56, Brazos Coast Investment Company Subdivision No. 8, F. J. Calvit League, Abstract 51, Brazoria County, Texas, the same being the same property conveyed to Gulfco Marine Maintenance, Inc. from B. G. Sandlin by deed dated the 14th day of May, 1970, of record

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in Volume 1060, Page 537, Deed Records of Brazoria County, Texas, to which reference here is made for all purposes.

This conveyance is made and accepted subject to all of the following that are valid, existing, and properly of public record in the office of the County Clerk of Brazoria County,

Texas, as of the date hereof:

- (a) All mineral and royalty restrictions and exceptions of whatsoever nature.
- (b) All restrictions, covenants, conditions, rights-of-way, intracoastal waterway easements, road easements, spoil disposal easements, pipeline, telephone, telegraph, and any and all other easements of whatsoever nature.

The consideration for this conveyance is as follows:

- (a) The sum of TEN DOLLARS (\$10.00) cash and other valuable consideration paid by GRANTEE to GRANTOR, the receipt of which hereby is acknowledged.
- (b) The assumption by GRANTEE and its agreement to pay, as and when the same shall become due, according to their face, tenor, and effect (which said assumption and agreement to pay shall be evidenced by GRANTEE'S acceptance of this (3.3d) the unpaid balance of the following:
- (1) That certain promissory note in the original principal sum of \$250,000.00, made by Gulfco Marine Maintenance, Inc., payable to the order of The First Freeport National Bank, Freeport, Texas, said note being dated the 23rd day of April, 1971, bearing interest and payable in installments as in said note specified, said note being secured by a Deed of Trust executed by Gulfco Marine Maintenance, Inc. to D. V. Collins, Trustee, also dated April 23, 1971, of record in Volume 375, Page 146, of the Deed of Trust Records of Brazoria County, Texas, to which

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reference here is made for all purposes; and further secured by a Deed of Trust from Billy G. Sandlin to D. V. Collins, Trustee, of even date therewith, involving other properties not owned by GRANTOR herein and not conveyed to GRANTEE herein, said Deed of Trust being of record in Volume 375, Page 533, Deed of Trust Records of Brazoria County, Texas, to which reference here is made for all purposes;

- principal sum of \$19,000.00, dated the 31st day of July, 1975, made by Gulfco, Inc., payable to the order of Brazosport Bank of Texas, at Freeport, Texas, said note bearing interest and made payable as therein described, the same being secured by a Deed of Trust from Gulfco, Inc. to D. M. Harsdorff, Trustee, of even date therewith, of record in Volume 481, Page 910, of the Deed of Trust Records of Brazoria County, Texas, to which reference here is made for all purposes; and
- principal sum of \$20,000.00, dated February 14, 1975, made by Gulfco, Inc., and payable to the order of Roy F. Belanger and wife, Jamie Irene Belanger, bearing interest and payable in installments as in said note specified, the same being secured by a Vendor's Lien of even date therewith in that certain deed from Roy F. Belanger et ux to Gulfco, Inc., of even date therewith, of record in Volume 1236, Page 177, of the Deed Records of Brazoria County, Texas, and the same being further secured by a Deed of Trust executed by Gulfco, Inc. to Frank W. Stevens, Trustee, of even date therewith, the same being of record in Volume 468, Page 713, of the Deed of Trust Records of Brazoria County, Texas, to all of which reference here is made for all purposes.

This conveyance also is made and accepted subject to

DEED " vol 1266 page 296

any right, title, or interest of any character asserted by the State of Texas or by any other government or governmental authority or by the public generally (1) in and to portions of the above described property which may be within the bed, shore, or banks of a perennial stream, or of a stream or lake navigable in fact or in law; or within the bed or shore or the beach adjacent thereto of a body of water affected by the ebb and flow of the tide; and (2) in and to portions of the above described property which may be between the water's edge and the line of vegetation on the upland or for any claim or right for ingress thereto or egress therefrom.

TO HAVE AND TO HOLD the above described premises together with all and singular the rights and appurtenances thereto in anywise belonging unto the GRANTEE, its successors and assigns forever, and GRANTOR hereby binds itself, and its successors to warrant and forever defend all and singular, the said premises unto the GRANTEE, its successors, and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof, subject to the aforesaid liens, deeds of trust, indebtednesses; mineral and royalty reservations and exceptions; restrictions, covenants, conditions, spoil disposal rights, easements, and rights-of-way, and governmental claims.

WITNESS THE EXECUTION HEREOF this the 23rd day of October, 1975.

GULFCO, INC.

By BG James President

ATTEST:

Sittle Secretary

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THE STATE OF TEXAS I

COUNTY OF BRAZORIA I

BEFORE ME, the undersigned authority, on this day personally appeared B. L. Tanner, President of Gulfco, Inc., a corporation, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity therein stated and as the act and deed of said corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this 24th day of October, 1975.

Linda J. Greer

Notary Public is and for Brazoria County, Texas

My commission expires: 6/1/77

DEED va 1266 mc 298

CERTIFICATE OF RESOLUTION ADOPTED BY THE BOARD OF DIRECTORS AND THE SOLE STOCKHOLDER OF GULFCO, INC.

 Bettye J. Murrell, Secretary of Gulfco, Inc., hereby certify that the following is a true copy of a resolution adopted by the Board of Directors and approved by the sole stockholder of Gulfco, Inc., a Texas corporation, in a consent action taken on the 21st day of October, 1975:

> WHEREAS, heretofore the Board of Directors and the sole stockholder of this Corporation (Gulfco, Inc.) have approved an Agreement and Plan of Merger pursuant to which, upon execution and filing of the appropriate documents with the Secretaries of State of the State of Texas and Delaware, this Corporation, a Texas corporation, will be merged into Chromalloy American Corporation, a Delaware corporation; and

WHEREAS, it is the desire of the Board of Directors of this Corporation, pursuant to said Agreement and Plan of Merger, and prior to the effective date of said merger, to execute a deed conveying to said Chromalloy American Corporation all of the real property owned by this Corporation;

NOW, THEREFORE, BE IT RESOLVED, That the President, or the Vice President, and the Secretary or Assistant Secretary of this Corporation be, and they hereby are, authorized to execute and deliver, on behalf of this Corporation, prior to the effective date of said above proposed merger, a general warranty deed (containing such reservations, exceptions, conditions, and restrictions as in the judgment of the President shall be deemed appropriate) conveying to said Chromalloy American Corporation all of the following tracts of land or portions thereof, standing in the name of this Corporation:

> Tracts 21, 22, 23, 24, 27, 30, and 56 of Brazos Coast Investment Company Subdivision No. 8, F. J. Calvit League, Abstract 51, Brazoria County, Texas.

I further certify that the above resolution is in full force and effect as of the date hereof.

WITNESS MY HAND this the 23rd day of October, 1975.

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THE STATE OF TEXAS I

COUNTY OF BRAZORIA I

BEFORE ME, the undersigned authority, on this day personally appeared Bettye J. Murrell, Secretary of Gulfco, Inc., a corporation, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that she executed the same for the purposes and consideration therein expressed, in the capacity therein stated and as the act and deed of said corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this 24th day of October, 1975.

Linda J. Greer

Notary Public in and for Brazoria County, Fexas

My commission expires: 6/1/77

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H. R. STEVENS, JR. CLERK COLUMN CO., TEXAS. ST. CLERK COLUMN CO., TEXAS. ST. CLERK CO.,

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THE STATE OF TEXAS

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KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF BRAZORIA

This DEED OF TRUST, made and entered into by and between Chromalloy American Corporation, a Delaware Corporation, acting by and through its officers duly authorized hereunto,

of County, Texas, hereinafter called GRANTOR, (whether one or more) and Ralph E. David,

of Brazoria County, Texas, hereinafter called TRUSTEE, and First Freeport National Bank

of Brazoria County, Texas, hereinafter called HOLDER, to-wit:

1. GRANTOR, for the purpose of securing the indebtedness hereinafter described, and the further consideration of \$10.00 to GRANTOR paid by TRUSTEE, receipt of which is hereby acknowledged, and the further consideration, uses, purposes and trusts herein set forth, have SOLD, GRANTED AND CONVEYED, and by these presents do SELL, GRANT AND CONVEY unto TRUSTEE, and his substitutes, successors and their assigns, the following described real property, to-wit:

TRACT NO. 1:

(a) Parts of Lot or Tract No. 21, Division 8, of the Brazos Coast Investment Company Subdivision, in the F. J. Calvit League, Abstract 51, Brazoria County, Texas, same being the property conveyed to Gulfco Marine Maintenance, Inc. from Billy G. Sandlin and Bobby L. Tanner by deed dated July 2, 1969, of record in Volume 1041, Page 690, Deed Records of Brazoria County, Texas, to which reference here is made for all purposes; said property being more particularly described as follows:

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FIRST PART: BEGINNING at an iron rod which bears South 45 deg. 36 min. East 20.00 feet and South 44 deg. 24 min. West 197.78 feet from the original North corner of Tract 21, Brazos Coast Investment Company Subdivision No. 8, F. J. Calvit League, Abstract 51, Brazoria County, Texas;

THENCE South 45 deg. 36 min. East at 640.00 feet pass an iron rod, a total distance of 649.00 feet to the bank of the Intracoastal Canal;

THENCE South 48 deg. 44 min. West 66.11 feet along the bank of the Intracoastal Canal to a point for corner;

THENCE North 45 deg. 36 min. West along the division line of Tracts 20 and 21, at 14.00 feet pass an iron rod, a total distance of 654.00 feet to an iron rod in the Southeast right-of-way line of County Road No. 756;

THENCE North 44 deg. 24 min. East 65.92 feet along the said Southeast right-of-way line to the place of beginning.

The above described tract contains 0.986 acre of land, more or less.

SECOND PART: BEGINNING at an iron rod which bears South 45 deg. 36 min. East 20.00 feet and South 44 deg. 24 min. West 65.93 feet from the original North corner of Tract 21, Brazos Coast Investment Company Subdivision No. 8, F. J. Calvit League, Abstract 51, Brazoria County, Texas;

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THENCE South 45 deg. 36 min. East at 650.00 feet pass an iron rod a total distance of 663.00 feet to the bank of the Intracoastal Canal;

THENCE South 50 deg. 30 min. West 132.60 feet along the bank of the Intracoastal Canal to a point for corner;

THENCE North 45 deg. 36 min. West at 9.00 feet pass an iron rod a total distance of 649.00 feet to an iron rod in the Southeast right-of-way line of County Road No. 756;

THENCE North 44 deg. 24 min. East 131.85 feet along said Southeast right-of-way line to the place of beginning.

The above described tract contains 1.986 acres of land, more or less.

(b) Part of Tract 21 of the Brazos Coast Investment Company Subdivision No. 8, in the F. J. Calvit League, Brazoria County, Texas, the same being the same property conveyed to Gulfco Marine Maintenance, Inc. from Sam E. Dunnam, Individually and as Trustee for the Virginia Illig Dunnam Estate Trust, and Carter Byron Christi, et al, by deed dated July 30, 1969, of record in Volume 1038, Page 734, Deed Records of Brazoria County, Texas, to which reference here is made for all purposes; said property being more particularly described as follows:

1.002 acres of land out of Tract 21, of the Brazos Coast Investment Company Subdivision No. 8, in the F. J. Calvit League, Abstract 51, Brazoria County, Texas, being more particulary described by metes and bounds as follows:

REGINNING at an iron rod in the Northeast line of Tract 21, Brazos coast Investment Company Subdivision No. 8, F. J. Calvit League, Abstract 51, Brazoria County, Texas. Said beginning point bears South 45 deg. 36 min. East 20.00 feet from the original North corner of said Tract 21;

THENCE South 45 deg. 36 min. East along the division line of Tract 21 and 22, at 650.00 feet pass an iron rod, a total distance of 661.00 feet to the bank of the Intracoastal Canal;

THENCE South 42 deg. 40 min. West 65.96 feet along the bank of the Intracoastal Canal to a point for corner;

THENCE North 45 deg. 36 min. West at 13.00 feet pass an iron rod, a total distance of 663.00 feet to an iron rod in the Southeast right-of-way line of County Road No. 756;

THENCE North 44 deg. 24 min. East 65.93 feet along said Southeast right-of-way line to the place of beginning, and containing 1.002 acres of land, more or less.

TRACT NO. 2:

Tract No. 22, Brazos Coast Investment Company Subdivision, Division No. 8, F. J. Calvit League, Abstract 51, in Brazoria County, Texas, according to the map or plat thereof duly recorded in the office of the County Clerk of Brazoria County, Texas, the same being the same property conveyed to Gulfco Marine Maintenance, Inc. from B. L. Tanner by deed dated the 14th day of May, 1970, of record in Volume 1060, Page 535, Deed Records of Brazoria County, Texas, to which reference here is made for all purposes.

TRACT NO. 3:

Tract No. 30, Brazos Coast Investment Company Subdivision No. 8. F. J. Calvit League, Abstract 51, Brazoria County, Texas, same being the same property conveyed to Gulfco Marine Maintenance, Inc. from John M. Gresham by deed dated February 28, 1970, of record in Volume 1059, Page 724, Deed Records of Brazoria County, Texas, to which reference here is made for all appropriate purposes.

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TRACT NO. 4:

Tract No. 56, Brazos Coast Investment Company Subdivision No. 8, F. J. Calvit League, Abstract 51, Brazoria County, Texas, the same being the same property conveyed to Gulfco Marine Maintenance, Inc. from B. G. Sandlin by deed dated the 14th day of May, 1970, of record in Volume 1060, Page 537, Deed Records of Brazoria County, Texas, to which reference is here made for all purposes.

The above property is a part of the property described in the deed from Gulfco, Inc. to Chromalloy American Corporation by deed dated October 23, 1975 and recorded in Vol. 1266, Page 290 of the Deed Records of Brazoria County, Texas.

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- 2. TO HAVE AND TO HOLD the above described property, together with all rights, privileges, appurtenances, rents, royalties, income, abstracts of title, title papers, and insurance policies appertaining or thereunto belonging, to TRUSTEE and his substitutes, successors, and their assigns forever; and GRANTOR hereby covenants to warrant and defend the title to said property against the claim or claims of all persons whomsoever.
- 3. In Trust, however, to secure the full payment of the following indebtedness:

One promissory note of even date herewith in the original principal sum of \$189,049.01, payable to First Freeport National Bank or order in monthly installments of \$2,316.00 each, which includes interest at the rate provided therein and said note containing the usual acceleration of maturity and attorney fee clauses.

- 4. Should GRANTOR make prompt payment of the above described note and all renewals and extensions thereof as the same shall become due and payable and perform all of the acts, conditions, obligations and coverants contained in this deed of trust and in said above described note, the terms of which are incorporated herein by reference, this DEED OF TRUST shall become null and void, and shall be released by HOLDER, at the expense of GRANTOR.
 - 5. GRANTOR COVENANTS AND AGREES AS FOLLOWS:
- (a) PAYMENTS: Grantor will pay the principal and interest of the above described note in accordance with the terms thereof.
- (b) INSURANCE AND TAXES: Grantor will keep the improvements on the above described property insured against loss by fire and extended coverage policy in at least the sum of \$ in a company or companies acceptable to HOLDER, with standard mortgage clause in favor of HOLDER, all policies and renewals thereof to be written for not less than three years with premiums prepaid, and deposited with HOLDER as soon as issued: HOLDER is hereby authorized to collect all sums which may become due under any of said policies, and at Holder's option, apply same to rebuild or restore said improvements or to reduce the above described indebtedness, whether then matured or not, deducting therefrom any expenses incurred in connection with the handling or collecting of said sums.

Grantor will pay all taxes and assessments that are or may become due and payable on the above described property under any law, ordinance or regulation whether made by federal, state or municipal authority, before any interest or penalty accrues thereon.

And it is especially agreed that if the undersigned shall fail to effect said insurance and deliver such policies, as herein provided, or to pay such taxes, then the said insurance may be effected and said taxes may be paid by the legal holder of said note, and sums so expended shall be a demand obligation and become part of the debt hereby secured, and shall draw interest at the same rate as provided in the above described note from date so expended until paid, or at the option of the holder of the debt secured hereby, the entire principal indebtedness may be declared due, and be collected in any manner provided in this instrument, or provided by law.

(c) OCCUPANCY: Grantor will keep the above described property occupied so as not to impair the insurance carried thereon and if said above described property should remain vacant for more than 30 days HOLDER shall have the option of taking possession and renting same for and on behalf of GRANTOR as provided in Paragraph 12 hereof.

Page 3, Deed of Trust

- (d) REPAIRS: Grantor will keep the improvements on the above described property in good repair and condition, and will not remove said improvements, or any part thereof.
- (e) TITLE: Grantor warrants that said above described property is free from encumbrances and that GRANTOR is lawfully seized of said property.
- (f) FUTURE LIENS: Grantor agrees not to allow to be fixed, or enter into any contract whereby there may be fixed, on the above described property or any part thereof, without the written consent of HOLDER, any mechanic's lien or other lien of any character whatsoever.
- (g) CONDEMNATION: Grantor agrees that in the event any portion of the above described property is taken by the right of eminent domain, all sums which may be awarded to GRANTOR in any condemnation proceeding shall, at the option of HOLDER, be applied on the above described indebtedness.
- (h) APPLICATION OF PAYMENTS: Grantor agrees that in the event any portion of the above described indebtedness now or hereafter created cannot be lawfully secured by the liens renewed, extended or granted by this deed of trust on the above described property, all payments made on said indebtedness shall be applied to the discharge of the unsecured portion of said indebtedness until same is paid.
- (i) PRIOR LIENS: Grantor agrees that in the event any lien, charge, or encumbrance is claimed or asserted by any person or party to be prior or superior to the lien of this DEED OF TRUST, to immediately pay off, discharge or remove such lien, charge or endumbrance from the above described property, whether or not the same prove in fact to be prior or superior to the lien of this DEED OF TRUST.
- (j) COST: Grantor will pay, on demand, for all abstracts, title policies, recording fees and attorneys' fees necessary to complete this transaction.
- 6. Should GRANTOR fail or refuse to make prompt payment of the above described note as the same shall become due and payable or fail or refuse to perform any of the acts, conditions, obligations and covenants herein provided, then this DEED OF TRUST shall remain in force and effect and HOLDER shall be entitled, without being under legal obligation to do so, to exercise the option of:
- (a) Declaring the whole of the note secured by this DEED OF TRUST, including principal, interest and all sums and expenses expended by HOLDER for and in behalf of GRANTOR as herein provided, immediately due and payable and instituting suit for the collection of same, and for the foreclosure of this deed of trust lien.
- (b) Declaring the whole of the note secured by this DEED OF TRUST, including principal, interest and all sums and expenses expended by HOLDER for and in behalf of GRANTOR as herein provided, immediately due and payable, with or without notice to GRANTOR and without presenting for payment any matured part of the indebtedness secured by this DEED OF TRUST, and cause trustee sale to be made.
- (c) Performing or causing to be performed for and in behalf of GRANTOR any acts, conditions, obligations and covenants which GRANTOR has failed or refused to perform and all sums so expended, including attorneys' fees, court costs, taxes, insurance premiums, agent's fees or commissions, or any other cost or expense of any type or nature, shall bear interest from the date of payment at the rate provided in the above described note, and shall be payable at the place designated in the above described note and shall be secured by the lien or liens securing the payment of the above described note and payable on demand, or in any manner provided in this instrument or provided by law.

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Page 4, Deed of Trust

- 7. Should HOLDER elect to exercise the option of enforcing this trust by trustee's sale as above provided, it shall be the duty of TRUSTEE upon request to do so by HOLDER, to sell the above described property, or any part thereof, at public venue to the highest bidder for cash at the door of the courthouse of the county in which said property is situated, first giving 21 days public notice of the time, terms, and place of said sale and of the property to be sold, by notice given in the manner at such date required by the laws of the State of Texas for sale of real estate under deeds of trust, and upon such sale said TRUSTEE shall execute and deliver a deed or deeds conveying in fee simple the property sold to the purchaser or purchasers thereof, with full covenants of warranty, conveying all the title which GRANTOR has in said premises at the date of said sale or had at the date of execution thereof, and shall receive the proceeds of said sale, out of which shall be paid, first, the cost and expenses of executing this trust, including compensation of 5% of the amount due at said date on said indebtedness to TRUSTEE for his services; next, to the payment of all sums of money that may have been expended by HOLDER for and in behalf of GRANTOR as herein provided; next, to the full payment of principal, interest and attorney's fees due and unpaid on the note secured by this DEED OF TRUST, and the remainder, if any, shall be paid to GRANTOR. It is agreed that the recitals in the conveyance to the purchaser, or purchasers, shall be full and conclusive evidence of the truth of the matters therein stated, and all prerequisites to said sale shall be presumed to have been performed, and such sale and conveyance shall be conclusive against GRANTOR, his heirs and assigns.
- 8. HOLDER shall have the right to become the purchaser at all sales to enforce this trust, being the highest bidder, and to have the amount for which such property is sold credited on the debt then owing.
- 9. If the above named TRUSTEE should die, resign, remove from the State of Texas, become disqualified from acting, or fail or refuse to act when requested by HOLDER to do so, HOLDER shall have full power to appoint, without notice to GRANTOR, by an instrument in writing, a substitute trustee, and, the right to appoint a substitute trustee shall exist as often and whenever from any of said causes, any trustee, original or substitute cannot or will not act, and said substitute trustee shall succeed to all the estates, rights, powers and duties of the above named TRUSTEE.
- 10. In the event the money secured by this DEED OF TRUST or any part thereof, is used to pay off or discharge any lien, charge or encumbrance upon or against the above described property, HOLDER shall be subrogated to all such liens, charges or encumbrances so paid off, satisfied or discharged, and to all of the rights of the person or persons to whom such payments are made.
- 11. In no event shall GRANTOR or any party liable on the above described note be required to pay interest in excess of the rate allowed by the laws of the State of Texas, it being the intention of the parties to conform strictly to the usury laws now in force and the above described note or the contract for interest shall be held to be subject to reduction to the amount allowed under said usury laws as now or hereafter construed by the courts having jurisdiction.
- 12. As additional security for the payment of the above described note, and as part of the consideration herefor, GRANTOR does hereby sell, transfer, and assign unto HOLDER, all rents and revenues, together with the landlord's lien that may accrue by reason of any lease or contract on the above described property and the right to take possession of and rent for the account of GRANTOR said above described property; provided however, that so long as GRANTOR complies with all of the terms and conditions herein, GRANTOR may collect and retain all such rents and revenues; but if GRANTOR fails or refuses to comply with all the terms and conditions herein, HOLDER shall have the option of demanding and collecting said rents and revenues and taking possession of said

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above described property and renting same for and on behalf of GRANTOR and applying all rents and revenues upon the above described indebtedness after deducting all costs of collection and administration. HOLDER shall not be liable for damages to any person arising from the condition of the premises during the time that HOLDER has possession or is collecting the rents and revenues, but such damages, if any, shall be the obligation of GRANTOR, and GRANTOR agrees to keep HOLDER harmless in such event.

- 13. In the event of a foreclosure under the power granted hereby the owner or owners in possession, their heirs, assigns and legal representatives, or any person holding under them or in possession of the above described property, shall thereupon become the tenant or tenants at will of the purchaser at such foreclosure sale; and should such tenants, owners, or persons in possession fail or refuse to surrender said premises on demand, the purchaser shall thereupon become entitled to institute and maintain the statutory action of forcible detainer, and procure a writ of possession thereunder.
- 14. The above named HOLDER or any other owner or holder of the above described note is herein called HOLDER and all of the terms, conditions and covenants contained in this DEED OF TRUST shall bind and inure to and be for the benefit of the respective heirs, executors, administrators, successors, and assigns of the GRANTOR AND HOLDER.
- 15. Whenever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall include all genders, wherever the context so admits.
- 16. The exercise by HOLDER of any right or option hereunder shall not constitute a waiver of the right to exercise any other right or option hereunder and the failure of HOLDER to exercise any right or option hereunder shall not constitute a waiver of said right or optio or any other right or option hereunder.
- 17. This DEED OF TRUST shall secure in addition to the above indebtedness any and all other indebtedness of the undersigned to HOLDER, its successors, assigns and legal representatives now owing or which may hereafter become owing whether evidenced by note, open account, overdraft, endorsement, surety, guarantor or otherwise.
- 18. No provision of the note or deed of trust, loan agreement, commitment or other document relative to this transaction shall require the payment or permit the collection of interest in excess of the maximum permitted by law, and if any excess of interest is provided for, the borrower shall not be obligated to pay the amount of such interest to the extent that it is in excess of the amount permitted by law.
- 19. This deed of trust is in renewal and extension and not in extinguishment of the liens and the remaining indebtedness owed on the original \$250,000.00 note to First Freeport National Bank, which the note secured hereby represents, which said original indebtedness and liens are set forth in the deed of trust dated April 23, 1971 and recorded in Vol. 375, Page 146, Deed of Trust Records of Brazoria County, Texas.

EXECUTED this 16 day of	March , 1976.
ATTEST:	CHROMALLOY AMERICAN CORPORATION
Secretary Secretary	By Aucey, Treasurer

DEED OF TAUST VOL. 501 MGE 367

COUNTY OF _____ ST. Louis

SEFORE ME, the undersigned authority, on this day personally appeared P. J. Pucey, Treasurer of Chromalloy American Corporation, a Delaware Corporation, known to me to be the person and officer whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity therein stated, and as the act and deed of said corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 16th day of

Notary Public in and for My

My Commission Expires February 7, 1978

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BY JOHN DE TON

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ASSUMPTION DEED

THE STATE OF TEXAS I

KNOW ALL MEN BY THESE PRESENTS:

THAT CHROMALLOY AMERICAN CORPORATION, a Delaware corporation with its principal office located at 120 South Central Avenue, St. Louis, Missouri, hereinafter called GRANTOR, acting herein by its officers, duly authorized, for the consideration hereinafter set out, has GRANTED, SOLD, and CONVEYED, and by these presents hereby does GRANT, SELL, and CONVEY unto GULFCO, INC., a Texas corporation with its principal office located in Surfside, Brazoria County, Texas, hereinafter called GRANTEB, all those certain lots, tracts, or parcels of land, together with all improvements located thereon, situated in Brazoria County, Texas, and described as follows:

See Exhibit A attached hereto and made a part hereof.

This conveyance is made and accepted subject to all of the following easements, rights-of-way, mineral and royalty reservations and exceptions:

Road right-of-way as described in instruments of record in Volume 798, Page 685; Volume 798, Page 690; Volume 798, Pages 679 and 681, of the Deed Records of Brazoria County, Texas.

Easements to United States of America as described in instruments of record in Volume 298, Page 5; Volume 319, Page 38; Volume 319, Page 40; Volume 319, Page 48; Volume 320, Page 341, all of the Deed Records of Brazoria County, Texas.

Utility easements as shown on plat of record in Volume 8, Page 37, of the Deed Records of Brazoria County, Texas.

All mineral interest, the royalties, bonuses, rentals and all other rights as described in instruments between Magnolia Petroleum Co., et al and Frank K. Stevens, dated October 29, 1954, of record in Volume 609, Page 139; from Frank K. Stevens, et al to John M. Gresham, dated Nov. 8, 1967, of record in Volume 985, Page 232; to Mary Ethel Paine, dated Sept. 17, 1950, of record in

Volume 486, Page 472, from J. W. Stone to Mary Ethel Paine, dated March 11, 1957, of record in Volume 681, Page 26; from H. Merlyn Christie to Kay Christie, et al of record in Vol. 859, Page 269; from T. T. Stratton to R. M. Lee, dated March 4, 1936, of record in Volume 276, Page 302, from J. H. Tigner to B. M. Cooley, et al, dated June 11, 1958, of record in Vol. 719, Page 390, of the Deed Records of Brazoria County, Texas, reference to which instruments is here made for all purposes, together with all rights, express or implied, of ingress or egress in and to the property covered by this conveyance arising out of or connected with said interests and conveyances.

The consideration for this conveyance is as follows:

- (a) The sum of TEN DOLLARS (\$10.00) cash and other valuable consideration, the receipt of which hereby is acknowledged.
- (b) The assumption by GRANTEE, and GRANTEE'S agreement to pay, as and when the same shall become due, according to its face, tenor, and effect (which said assumption and agreement to pay shall be evidenced by GRANTEE'S acceptance of this deed) the unpaid balance of that certain promissory note dated the 16th day of March, 1976, in the original principal sum of ONE HUNDRED EIGHTY-NINE THOUSAND FORTY-NINE AND 01/100 DOLLARS (\$189,049.01) made by Chromalloy American Corporation, payable to the Order of First Freeport National Bank, bearing interest and payable in installments as therein specified, said promissory note being secured by a Deed of Trust of even date therewith to Ralph E. David, Trustee, of record in Volume 501, Page 360, of the Deed of Trust Records of Brazoria County, Texas, to all of which reference here is made for all purposes.

TO HAVE AND TO HOLD the above described premises together with all and singular the rights and appurtenances thereto in anywise belonging unto the said GRANTEE, its successors and assigns forever, and GRANTOR hereby binds itself and its successors to

warrant and forever defend, all and singular, the said premises unto GRANTEE, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

But it expressly is agreed that the GRANTOR herein reserves for itself, its successors and assigns, the Vendor's Lien, as well as the Superior Title in and to the above described property, premises, and improvements until the note and indebtedness herein assumed by GRANTEE have been fully paid according to the face, tenor, effect, and reading thereof, when this Deed shall become absolute; and additionally to secure the GRANTOR herein in the payment of the note and indebtedness so assumed, the GRANTEE has executed and delivered a Deed of Trust of even date herewith conveying the herein described property to LEN ALLEN, Trustee; but a release of said note and indebtedness and the liens securing the same by the owner and holder thereof shall be sufficient to release the lien hereby retained and said Deed of Trust of even date herewith without the joinder of GRANTOR herein, its successors or assigns.

WITNESS the execution hereof this the 30th day of March , 1979.

CHROMALLOY AMERICAN CORPORATION

By allely

Vice President

Secretary

THE STATE OF MISSOURI I COUNTY OF ST. LOUIS I

Before me, the undersigned authority, on this day personally appeared A. W. Clubb , Vice President of

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Chromalloy American Corporation, a corporation, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity therein stated and as the act and deed of said corporation.

day of Mand, 1979.

Notary Public in and for St. Louis County, Missouri My commission expires:

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HONEY PICHE NISAW STAIL A MISMARK ST LOH C MY CHMMISSION EXPAND OF MAX MISMARK DECOME ANAL, All of the following described tract or tracts of land, including all improvements located thereon, situated in Brazoria County, Texas:

TRACT NO. 1: (a) Parts of Lot or Tract No. 21, Division 8, of the Drasos Coast Investment Company Subdivision, in the F. J. Calvit League, Abstract Sl. Brazoria County, Texas, same being the property conveyed to Gulfoo Marine Maintenance, Inc. from Billy G. Sandlin and Bobby L. Tanner by deed dated July 2, 1969, of record in Volume 1041, Page 690, Deed Records of Brazoria County, Texas, to which reference here is made for all purposes; said property being more particularly described as follows:

FIRST PART: DEGINNING at an iron rod which bears South 45 deg. 30 min. East 20.00 feet and South 44 dog. 24 min. West 197.78 feet from the original North corner of Tract 21, Brazes Coast Investment Company Bubdivision No. 8, F. J. Calvit League, Abstract 51, Brasoria County, Texas;

THENCE South 45 deg. 36 min. East at 640.00 feet pass an Iron rod, a total distance of 649.00 feet to the bank of the Intracoastal Canal;

THENCE South 48 deg. 44 min. West 66.11 feet along the bank of the Intracoastal Canal to a point for corner:

THENCE North 45 deg. 36 min. West along the division line of Tracts 20 and 21, at 14.00 feet pass an iron rod, a total distance of 654.00 feet to an iron rod in the Southeast right-of-way line of . County Road No. 756;

THENCE North 44 deg. 24 min. East 65.92 feet along the said Southeast right-of-way line to the place of beginning.

The above described tract contains 0.986 acre of land, more or less.

BECOND PART: BEGINNING at an iron rod which bears South 45 deg. 36 min. Bast 20.00 feet and South 44 deg. 24 min. West 65.93 feet from the original North corner of Tract 21, Brasos Coust Investment Company Subdivision No. 8, F. J. Calvit League, Abstract 51, Brasoria County, Texas,

THENCE South 45 deg. 36 min. East at 650.00 feet pass an iron rod a total distance of 663.00 feet to the bank of the intracoastal Canal;

THENCE South 50 deg. 30 min. West 132.60 feet along the bank of the Intracoastal Canal to a point for corner,

THENCE North 45 deg. 36 min. West at 9.00 feet pase an iron rod a total distance of 649.00 feet to an iron rod in the Southeast Fight-of-way line of County Road No. 756;

THENCE North 44 deg. 24 min. Bast 131.85 feet along said Southeast right-of-way line to the place of beginning.

The above described tract contains 1.986 acres of land, more or less.

(b) Part of Tract 21 of the Brazos Const Investment Company Subdivision No. 8, in the F. J. Calvit League, Brazoria County, Texas, the same being the same property conveyed to Gulfoo Marine Maintenance, Inc. from Sam B. Dunnam, Individually and as Trustee for the Virginia Illig Dunnam Estate Trust, and Carter Byron Christi, et al, by deed dated July 30, 1969, of record in Volume 1038, Page 734, Deed Records of Brazoria County, Texas, to which reference here is made for all purposes, said property being more particularly described as follows:

1.002 acres of land out of Tract 21, of the Brazos Coast Investment Company Subdivision No. 8, in the F. J. Calvit League, Abstract 51, Brazoria County, Texas, being more particulary described by mates and bounds as follows:

BEGINNING at an iron rod in the Northeast line of Trect 2'. Brazos. Coast Investment Company Subdivision No. 8, F. J. Cal-t League, Abstract 51, Brazoria County, Texas. Said beginning point bears South 45 deg. 36 min. East 20.00 feet from the original North corner of said Tract 21;

THENCE South 45 deg. 36 min. East along the division line of Tract 21 and 22, at 650.00 feet pass in iron rod, a total distance of 661.00 feet to the bank of the Intracoastal Canal:

THENCE South 42 deg. 40 min. West 65.96 feet along the bank of the Intracoastal Canal to a point for corner:

THENCE North 45 deg. 36 min. West at 13.00 feet pass an iron rod, a total distance of 663.00 feet to an iron rod in the Southeast right-of-way line of County Road No. 756;

THENCE North 44 deg. 24 min. East 65.93 feet along said Southeast right-of-way line to the place of beginning, and containing 1.002 acres of land, more or less.

TRACT NO. 2:

Tract No. 22, Brazos Coast Investment Company Subdivision, Division No. 8, F.'J. Calvit League, Abstract 51, in Brazoria County, Texas, according to the map or plat thereof duly recorded in the office of the County Clerk of Brazoria County, Texas, the same being the same property conveyed to Gulfco Marine Maintenance, Inc. from B. L. Tanner by deed dated the 14th day of May, 1970, of record in Volume 1060, Page 535, Deed Records of Brazoria County, Texas, to which reference here is made for all purposes.

TRACT NO. 3:

Tract No. 56, Brasos Coast Investment Company Subdivision No. 8,

F. J. Calvit League, Abstract 51, Brasoria County, Texas, the same being the same property conveyed to Gulfoo Marine Maintenance, Inc. from B. G. Sandlin by deed dated the 14th day of May, 1970, of recoin Volume 1060, Page 537, Deed Records of Brasoria County, Texas, to which reference is here made for all purposes.

(RECORDED AS PER ORIGINAL)

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H. R. STEVENS, VR.

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CHROMALLOY AMERICAN CORPORATION

CERTIFICATE

The undersigned, Joseph F. Krupsky, does hereby certify that he is the Assistant Secretary of Chromalloy American Corporation, a Delaware corporation, (hereinafter referred to as the "Corporation"), and he does further certify that at a Regular Meeting of the Board of Directors of the Corporation, duly called and held on March 13, 1979, a quorum being present, and acting throughout, the resolutions attached hereto were adopted and that such resolutions have not been modified.

IN WITNESS WHEREOF, the undersigned has hereunto set his hand and affixed the seal of Chromalloy American orporation this 30th day of March, 1979.

Secretary

OF MISSOURI

88.

COUNTY OF ST. LOUIS)

Before me, the undersigned authority, on this day personally appeared Joseph F. Krupsky, Assistant Secretary of Chromalloy American Corporation, a corporation, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the present and consideration therein expressed, in the capacity thewar agated and as the act and deed of said corpo-

hand and seal of office on this 30

Notary Public In and

County, Missouri

DEE0 VOL 1451 *40E 295

RESOLVED, that the sale to GULFCO, INC., of the Corporation's Guifco Shippard Division ("GSD") for the consideration of approximately \$ 550,000 comprised of cash, a note and assumption of debt, be, and it hereby is approved; and be it further

RESOLVED, that the appropriate officers of the Corporation and W. C. Taylor, III of this Corporation's Natural Resources Division are hereby authorized and directed to sign, execute and deliver all such documents and to do any other things which said officers and W. C. Taylor, III deem necessary and appropriate, in their discretion, to carry out the intents and purposes of these resolutions.

FILED FOR RECORD

APR 1,0 1979

H. R. STEVENS, JR. CLERK MARKET CO., TEXAS OF A SECURITY COMPANY CO., TEXAS OF A SECURITY CO., T

DEED OF TRUST VOL 629 ME 792

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THE STATE OF TEXAS

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF BRAZORIA

This DEED OF TRUST, made and entered into by and between

A STATE OF THE PARTY OF THE PAR

GULFCO, INC., a Texas Corporation, acting by and through its officers duly authorized hereunto to of Brazoria County, Texas, hereinafter called GRANTOR, (whether one or more) and RALPH E. DAVID,

of Brazoria County, Texas, hereinafter called TRUSTEE, and First Freeport National Bank

of Bragoria County, Texas, hereinafter called HOLDER, to-wit:

1. GRANTOR, for the purpose of securing the indebtedness hereinefter described, and the further consideration of \$10.00 to GRANTOR
paid by TRUSTEE, receipt of which is hereby acknowledged, and the
further consideration, uses, purposes and trusts herein set forth, have
SOLD, GRANTED AND CONVEYED, and by these presents do SELL, GRANT AND
CONVEY unto TRUSTEE, and his substitutes, successors and their assigns,
the following described real property, to-wit:

PROPERTY DESCRIBED ON PAGES la and 1b herein.

TRACT NO. 1:

(a) Parts of Lot or Tract No. 21, Division 8, of the Brazos Coast Investment Company Subdivision. In the F. J. Calvit League, Abstract 51, Brazoria County, Texas, same being the property conveyed to Gulfco Marine Maintenance, Inc. from Billy G. Sandlin and Bobby L. Tanner by deed dated July 2, 1969, of record in Volume 1041, Page 690, Deed Records of Brazoria County, Texas, to which reference here is made for all purposes; said property being more particularly described as follows:

FIRST PART: BEGINNING at an iron rod which bears South 45 deg. 36 min. East 20.00 feet and South 44 deg. 24 min. West 197.78 feet from the original North corner of Tract 21. Brazos Coast Investment Company Subdivision No. 8, F. J. Calvit League, Abstract 51, Brazoria County, Texas:

THENCE South 45 deg. 36 min. East at 640.00 feet pass an iron rod, a total distance of 649.00 feet to the bank of the Intracoastal Canal;

THENCE South 48 deg. 44 min. West 66.11 feet along the bank of the Intracoastal Canal to a point for corner;

THENCE North 45 deg. 36 min. West along the division line of Tracts 20 and 21, at 14.00 feet pass an iron rod, a total distance of 654.00 feet to an iron rod in the Southeast right-of-way line of County Road No. 756;

THENCE North 44 dag. 24 min. East 65.92 feet along the said South-east right-of-way line to the place of beginning.

The above described tract contains 0.986 acre of land, more or less.

SECOND PART: BEGINNING at an iron rod which bears South 45 deg. 36 min. East 20.00 feet and South 44 deg. 24 min. West 65.93 feet from the original North corner of Tract 21, Brasos Coast Investment Company Subdivision No. 8, F. J. Calvit League, Abstract 31, Synzoria County, Texas;

(RECORDED AS PER ORIGINAL)

THENCE South 45 deg. 36 min. Best at 650.00 foot pass an iron rod a total distance of 663.00 feet to the bank of the Intracoastal Canal;

THENCE South 50 deg. 30 min. West 132.60 feet along the bank of the Intracoastal Canal to a point for corner;

THENCE North 45 dag. 36 min. West at 9.00 feet pass an iron rod a total distance of 649.00 feet to an iron rod in the Southeast r ht-of-way line of County Road No. 756;

WHINCE North 44 deg. 24 min. East 131.85 feet along said Southeast right-of-way line to the place of beginning.

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The above described tract contains 1.986 acres of land, more or less.

(b) Part of Tract 21 of the Brazon Coast Investment Company Subdivision No. 8, in the F. J. Calvit League, Brazoria County, Texas, the same being the same property conveyed to Gulfco Marine Maintenance, Inc. from Sam E. Dunnam, Individually and as Trustee for the Virginia Illig Dunnam Estate Trust, and Carter Byron Christi, et al, by deed dated July 30, 1969, of record in Volume 1038, Page 714, Deed Records of Brazoria County, Texas, to which reference here is made for all purposes; said property being more particularly described as follows:

1.002 acres of land out of Tract 21, of the Brazos Coast Investment Company Subdivision No. 8, in the F. J. Calvit League, Abstract 51, Brazoria County, Texas, being more particulary described by metes and bounds as follows:

BEGINNING at an iron rod in the Northeast line of Tract 21, Brazos Coast Investment Company Subdivision No. 8, F. J. Calvit League, Abstract 51, Brazoria County, Texas. Said beginning point boars South 45 deg. 36 min. Bast 20.00 feet from the original North corner of said Tract 21;

THENCE South 45 dog. 36 min. East along the division line of Tract 21 and 22, at 650.00 feet pass an iron rod, a total distance of 661.00 feet to the bank of the Intracoastal Canal;

THENCE South 42 deg. 40 min. Nest 65.96 feet along the bank of the Intracoastal Canal to a point for corner;

THENCE North 45 deg. 36 min. Nest at 13.00 feet pass an iron rod, a total distance of 663.00 feet to an iron rod in the Southeast right-of-way line of County Road No. 756;

THENCE North 44 dog. 24 min. East 65.93 feet along said Southoast right-of-way line to the place of beginning, and containing 1.002 acres of land, more or less.

TRACT NO. 2:

Tract No. 22, Brazos Coast Investment Company Subdivision, Division No. 8. F. J. Calvit League, Abstract 51, in Brazoria County, Toxas, according to the map or plat thereof duly recorded in the office of the County Clerk of Brazoria County, Texas, the same being the same property conveyed to Gulfco Merine Maintenance, Inc. from B. L. Tanner by deed dated the 14th day of May, 1970, of record in Volume 1960, Page 535, Deed Records of Brazoria County, Texas, to which reference here is made for all purposes.

(RECORDED AS PER ORIGINAL)

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Page 2, Deed of Trust

- 2. TO HAVE AND TO HOLD the above described property, together with all rights, privileges, appurtenances, rents, royalties, income, abstracts of title, title papers, and insurance policies appertaining or thereunto belonging, to TRUSTRE and his substitutes, successors, and their assigns forever; and GRANTOR hereby covenants to warrant and defend the title to said property against the claim or claims of all persons whomsoever.
- 3. In Trust, however, to secure the full payment of the following indebtedness:

- 4. Should GRANTOR make prompt payment of the above described note and all renewals and extensions thereof as the same shall become due and payable and perform all of the acts, conditions, obligations and coverants contained in this deed of trust and in said above described note, the terms of which are incorporated herein by reference, this DEED OF TRUST shall become null and void, and shall be released by HOLDER, at the expense of GRANTOR.
 - 5. GRANTOR COVENANTS AND AGREES AS FOLLOWS:
- (a) PAYMENTS: Grantor will pay the principal and interest of the above described note in accordance with the terms thereof.
- (b) INSURANCE AND TAXES: Grantor will keep the improvements on the above described property insured against loss by fire and extended coverage policy in at least the sum of \$ in a company or companies acceptable to HOLDER, with standard mortgage clause in favor of HOLDER, all policies and renewals thereof to be written for not less than three years with premiums prepaid, and deposited with HOLDER as soon as issued; HOLDER is hereby authorized to collect all sums which may become due under any of said policies, and at Holder's option, apply same to rebuild or restore said improvements or to reduce the above described indebtedness, whether then mature? or not, deducting therefrom any expenses incurred in connection with the handling or collecting of said sums.

Grantor will pay all taxes and assessments that are or may become due and payable on the above described property under any law, ordinance or regulation whether made by federal, state or municipal authority, before any interest or penalty accrues thereon.

And it is especially agreed that if the undersigned shall fail to effect said insurance and deliver such policies, as herein provided, or to pay such taxes, then the said insurance may be effected and said taxes may be paid by the legal holder of said note, and sums so expended shall be a demand obligation and become part of the debt hereby secured, and shall draw interest at the same rate as provided in the above described note from date so expended until paid, or at the option of the holder of the debt secured hereby, the entire principal indebtedness may be declared due, and be collected in any manner provided in this instrument, or provided by law.

(c) OCCUPANCY: Grantor will keep the above described property occupied so as not to impair the insurance carried thereon and if said above described property should remain vacant for more than 30 days HOLDER shall have the option of taking possession and renting same for and on behalf of GRANTOR as provided in Paragraph 12 hereof.

Page 3, Deed of Trust

(d) REPAIRS: Grantor will keep the improvements on the above described property in good repair and condition, and will not remove said improvements, or any part thereof.

- (e) TITLE: Grantor warrants that said above described property is free from encumbrances and that GRANTOR is lawfully seized of said property.
- (f) FUTURE LIENS: Grantor agrees not to allow to be fixed, or enter into any contract whereby there may be fixed, on the above described property or any part thereof, without the written consent of MOLDER, any mechanic's lien or other lien of any character whatsoever.
- (g) CONDEMNATION: Grantor agrees that in the event any portion of the above described property is taken by the right of eminent domain, all sums which may be awarded to GRANTOR in any condemnation proceeding shall, at the option of HOLDER, be applied on the above described indebtedness.
- (h) APPLICATION OF PAYMENTS: Grantor agrees that in the event any portion of the above described indebtedness now or hereafter created cannot be lawfully secured by the liens renswed, extended or granted by this deed of trust on the above described property, all payments made on said indebtedness shall be applied to the discharge of the unsecured portion of said indebtedness until same is paid.
- (i) PRIOR LIENS: Grantor agrees that in the event any lien, charge, or encumbrance is claimed or asserted by any person or party to be prior or superior to the lien of this DEED OF TRUST, to immediately pay off, discharge or remove such lien, charge or encumbrance from the above described property, whether or not the same prove in fact to be prior or superior to the lien of this DEED OF TRUST.
- (j) COST: Grantor will pay, on demand, for all abstracts, title policies, recording fees and attorneys' fees necessary to complete this transaction.
- 6. Should GRANTOR fail or refuse to make prompt payment of the above described note as the same shall become due and payable or fail or refuse to perform any of the acts, conditions, obligations and covenants herein provided, then this DEED OF TRUST shall remain in force and effect and HOLDER shall be entitled, without being under legal obligation to do so, to exercise the option of:
- (a) Declaring the whole of the note secured by this DEED OF TRUST, including principal, interest and all sums and expenses expended by HOLDER for and in behalf of GRANTOR as herein provided, immediately due and payable and instituting suit for the collection of same, and for the foreclosure of this deed of trust lien.
- (b) Declaring the whole of the note secured by this DEED OF TRUST, including principal, interest and all sums and expenses expended by HOLDER for and in behalf of GRANTOR as herein provided, immediately due and payable, with or without notice to GRANTOR and without presenting for payment any matured part of the indebtedness secured by this DEED OF TRUST, and cause trustee sale to be made.
- (c) Performing or causing to be performed for and in behalf of GRANTOR any acts, conditions, obligations and covenants which GRANTOR has failed or refused to perform and all sums so expended, including attorneys' fees, court costs, taxes, insurance premiums, agent's fees or commissions, or any other cost or expense of any type or nature, shall bear interest from the date of payment at the rate provided in the above described note, and shall be payable at the place designated in the above described note and shall be secured by the lien or liens securing the payment of the above described note and payable on demand, or in any manner provided in this instrument or provided by law.

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Page 4, Deed of Trust

- 7. Should HOLDER elect to exercise the option of enforcing this trust by trustee's sale as above provided, it shall be the duty of TRUSTEE upon request to do so by HOLDER, to sell the above described property, or any part thereof, at public venue to the highest bidder for cash at the door of the courthouse of the county in which said property is situated, first giving 21 days public notice of the time, terms, and place of said sale and of the property to be sold, by notice given in the manner at such date required by the laws of the State of Texas for sale of real estate under deeds of trust, and upon such sale said TRUSTEE shall execute and deliver a deed or deeds conveying in fee simple the property sold to the purchaser or purchasers thereof, with full covenants of warranty, conveying all the title which GRANTOR has in said premises at the date of said sale or had at the date of execution thereof, and shall receive the proceeds of said sale, out of which shall be paid, first, the cost and expenses of executing this trust, including compensation of 5% of the amount due at said date on said indebtedness to TRUSTEE for his services; next, to the payment of all sums of money that may have been expended by HOLDER for and in behalf of GRANTOR as herein provided; next, to the full payment of principal, interest and ettorney's fees due and unpaid on the note secured by this DEED OF TRUST, and the remainder, if any, shall be paid to GRANTOR. It is agreed that the recitals in the conveyance to the purchaser, or purchasers, shall be full and conclusive evidence of the truth of the matters therein stated, and all prerequisites to said sale shall be conclusive against GRANTOR, his heirs and assigns.
- 8. HOLDER shall have the right to become the purchaser at all sales to enforce this trust, being the highest bidder, and to have the amount for which such property is sold credited on the debt then owing.
- 9. If the above named TRUSTEE should die, resign, remove from the State of Texas, become disqualified from acting, or fail or refuse to act when requested by HOLDER to do so, HOLDER shall have full power to appoint, without notice to GRANTOR, by an instrument in writing, a substitute trustee, and, the right to appoint a substitute trustee shall exist as often and whenever from any of said causes, any trustee, original or substitute cannot or will not act, and said substitute trustee shall succeed to all the estates, rights, powers and duties of the above named TRUSTEE.
- 10. In the event the money secured by this DEED OF TRUST or any part thereof, is used to pay off or discharge any lien, charge or encumbrance upon or against the above described property, HOLDER shall be subrogated to all such liens, charges or encumbrances so paid off, satisfied or discharged, and to all of the rights of the person or persons to whom such payments are made.
- 11. In no event shall GRANTOR or any party liable on the above described note be required to pay interest in excess of the rate allowed by the laws of the State of Texas, it being the intention of the parties to conform strictly to the usury laws now in force and the above described note or the contract for interest shall be held to be subject to reduction to the amount allowed under said usury laws as now or hereafter construed by the courts having jurisdiction.
- 12. As additional security for the payment of the above described note, and as part of the consideration herefor, GRANTOR does hereby sell, transfer, and assign unto HOLDER, all rents and revenues, together with the landlord's lien that may accrue by reason of any lease or contract on the above described property and the right to take possession of and rent for the account of GRANTOR said above described property; provided however, that so long as GRANTOR complies with all of the terms and conditions herein, GRANTOR may collect and retain all such rents and revenues; but if GRANTOR fails or refuses to comply with all the terms and conditions herein, HOLDER shall have the option of demanding and collecting said rents and revenues and taking possession of said

Page 5, Deed of Trust

above described property and renting same for and on behalf of GRANTOR and applying all rents and revenues upon the above described indebtedness after deducting all costs of collection and administration. HOLDER shall not be limble for damages to any person arising from the condition of the premises during the time that HOLDER has possession or is collecting the rents and revenues, but such damages, if any, shall be the obligation of GRANTOR, and GRANTOR agrees to keep HOLDER harmless in such event.

- 13. In the event of a foreclosure under the power granted hereby the owner or owners in possession, their heirs, assigns and legal representatives, or any person holding under them or in possession of the above described property, shall thereupon become the tenant or tenants at will of the purchaser at such foreclosure sale; and should such tenants, owners, or persons in possession fail or refuse to surrender said premises on demand, the purchaser shall thereupon become entitled to institute and maintain the statutory action of forcible detainer, and procure a writ of possession thereunder.
- 14. The above named HOLDER or any other owner or holder of the above described note is herein called HOLDER and all of the terms, conditions and covenants contained in this DEED OF TRUST shall bind and inure to and be for the benefit of the respective heirs, executors, administrators, successors, and assigns of the GRANTOR AND HOLDER.
- 15. Whenever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall include all genders, wherever the context so admits.
- 16. The exercise by HOLDER of any right or option hereunder shall not constitute a waiver of the right to exercise any other right or option hereunder and the failure of HOLDER to exercise any right or option hereunder shall not constitute a waiver of said right or option or any other right or option hereunder.
- 17. This DEED OF TRUST shall secure in addition to the above indebtedness any and all other indebtedness of the undersigned to MOLDER, its successors, assigns and legal representatives now owing or which may hereafter become owing whether evidenced by note, open account, overdraft, endorsement, surety, guarantor or otherwise.
- 18. No provision of the note or deed of trust, loan agreement, commitment or other document relative to this transaction shall require the payment or permit the collection of interest in excess of the maximum permitted by law, and if any excess of interest is provided for, the borrower shall not be obligated to pay the amount of such interest to the extent that it is in excess of the amount permitted by law.
- 19. This deed of trust is given to collaterally secure the above mentioned indebtedness and is second and inferior unto the balance due on that certain note in the original principal sum of \$189,049.01 payable to First Presport National Bank or order and dated March 16, 1976, and recorded in Volume 501, page 360 of the Deed of Trust Records of Brasoria County, Texas. In the event of default of any installment due upon the first lien note, the holder of the second lien note may, at its option, declare the entire balance unpaid upon the second lien note to be immediately due and payable in its, entirety.

EXECUTED THIS 30-d day of Meach, 1979.

ATTEST :

THE REPORT OF THE PARTY OF THE

GULFCO, INC.

BY STANDER

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DEED OF TRUST VOL 629 PAGE 799

Page 6, deed of trust

THE STATE OF TEXAS

COUNTY OF BRAZORIA

BEFORE ME, the undersigned authority, on this day personally appeared B. L. Tanner, President of GULFCO, INC.

known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS

1979.

30th day o

Notary Public in a

n and for Brazoria

County, Texas

FILED FOR RECORD

APR 1.0 1979

H. R. STEVENS, JR. CLERK COURTY COLURT, BRAZQUIÁ CO., TEXAS

DEED OF TRUST awyers only. Revised 1-1-76 rike out form provisions on HOL 638 ME 453 The out form provisions or ". No "standard form" can

DEED OF TRUST TO SECURE ASSUMPTION

(WHERE BENEFICIARY IS LIABLE ON NOTE ASSUMED)

THE STATE OF TEXAS COUNTY OF BRAZORIA

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KNOW ALL MEN BY THESE PRESENTS:

That Gulfco, Inc., a Texas corporation with offices located at Surfside, Brazoria County, Texas, acting herein by its officers duly authorized,

MEXICAL SHEET OF THE PROPERTY indebtedness hereinafter described, and in consideration of the sum of TEN DOLLARS (\$10.00) to us in hand paid by the Trustee hereinafter named, the receipt of which is hereby acknowledged, and for the further consideration of the uses, purposes and trusts hereinafter set forth, have granted, sold and conveyed, and by these presents do grant, sell and convey unto

All of the following described tract or tracts of land, including all improvements located thereon, situated in Brazoria County, Texas:

(a) Parts of Lot or Tract No. 21, Division 8, of the Brazos Coast Investment Company Subdivision, in the F. J. Calvit League, Abstract 51, Brazoria County, Texas, same being the property conveyed to Gulfco Marine Maintenance, Inc. from Billy G. Sandlin and Bobby L. Tanner by deed dated July 2, 1969, of record in Volume 1041, Page 690, Deed Records of Brazoria County, Texas, to which reference here is made for all purposes; said property being more particularly described as follows:

FIRST PART: DEGINNING at an iron rod which bears South 45 deg.
36 min. East 20.00 feet and South 44 deg. 24 min. West 197.78 feet
from the original North corner of Tract 21. Brasos Coast Investment
Company Subdivision No. 8, F. J. Calvit League, Abstract 51, Brasoria County, Texas;

THUNCE South 45 deg. 36 min. East at 640.00 feet pass an iron rod. a total distance of 649.00 feet to the bank of the Intracoastal Canal;

THEMCE South 48 deg. 44 min. West 66.11 feet along the bank of the Intracoastal Canal to a point for corner; .

THENCE North 45 deg. 36 min. West along the division line of Tracts 20 and 21, at 14.00 feet pass an iron rod, a total distance of 554.00 feet to an iron rod in the Southeast right-of-way line of , Openty Road No. 756;

THENCE North 44 deg. 24 min. Hest 65.92 feet along the said Southsest right-of-way line to the place of beginning.

The above described tract contains 0.986 acre of land, more or less.

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VOL 630 PAGE 154

SECOND PART: BEGINNING at an iron rod which bears South 45 deg.
36 min. East 20.00 feet and South 44 deg. 24 min. West 65.93 feet
from the original North corner of Tract 21, Brasos Coast Investment
Company Subdivision No. 8, F. J. Calvit League, Abstract 51, Brasoria
County, Texas;

THENCE South 45 deg. 36 min. East at 650.00 feet pass an iron rod a total distance of 663.00 feet to the bank of the Intracoastal Canal;

THENCE South 50 deg. 30 min. West 132.60 feet along the bank of the Intracoastal Canal to a point for corner:

THENCE North 45 deg. 36 min. West at 9.00 feet pass an iron rod a total distance of 649.00 feet to an iron rod in the Southeast right-of-way line of County Road No. 756;

THENCE North 44 deg. 24 min. East 131.85 feet along said Southeast right-of-way line to the place of beginning.

The above described tract contains 1.986 acres of land, more or less.

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(b) Part of Tract 21 of the Brazos Coast Investment Company Subdivision No. 8, in the F. J. Calvit League, Brazoria County, Texas, the same being the same property conveyed to Gulfco Marine Maintenance, Inc. from Sam E. Dunnam, Individually and as Trustee for the Virginia Illig Dunnam Estate Trust, and Carter Byron Christi, et al, by deed dated July 30, 1969, of record in Volume 1038, Page 734, Deed Records of Brazoria County, Texas, to which reference here is made for all purposes; said property being more particularly described as follows:

1.002 acres of land out of Tract 21, of the Brazos Coast Investment Company Subdivision No. 8, in the P. J. Calvit League, Abstract 51, Brazoria County, Texas, being more particulary described by metes and bounds as follows:

BEGINNING at an iron rod in the Northeast line of Tract 21, Brazos Coast Investment Company Subdivision No. 8, F. J. Calvit League, Abstract 51, Brazoria County, Texas. Said beginning point bears South 45 deg. 36 min. East 20.00 feet from the original North corner of said Tract 21;

THENCE South 45 deg. 36 min. East along the division line of Tract 21 and 22, at 650.00 feet pass an iron rod, a total distance of 661.00 feet to the bank of the Intracoastal Canal;

THENCE South 42 deg. 40 min. West 65.96 feet along the bank of the Intracoastal Canal to a point for corner;

THENCE North 45 deg. 36 min. West at 13.00 feet pass an iron rod, a total distance of 663.00 feet to an iron rod in the Southeast right-of-way line of County Road No. 756;

THENCE North 44 deg. 24 min. East 65.93 feet along said Southeast right-of-way line to the place of beginning, and containing 1.002 acres of land, more or less.

TRACT NO. 2:

Tract No. 22, Brazos Coast Investment Company Subdivision, Division No. 8, F. J. Calvit League, Abstract 51, in Brazoria County, Texas, according to the map or plat thereof duly recorded in the office of the County Clerk of Brazoria County, Texas, the same being the same property conveyed to Gulfco Marine Maintenance, Inc. from B. L. Tanner by deed dated the 14th day of May, 1970, of record in Volume 1060, Page 535, Deed Records of Brazoria County, Texas, to which reference here is made for all purposes.

TRACT NO. 3:

Tract No. 56, Brazos Coast Investment Company Subdivision No. 8, F. J. Calvit League, Abstract 51, Brazoria County, Texas, the same being the same property conveyed to Gulfco Marine Maintenance, Inc. from B. G. Sandlin by deed dated the 14th day of May, 1970, of record in Volume 1060, Page 537, Deed Records of Brazoria County, Texas, to which reference is here made for all purposes.

TO HAVE AND TO HOLD the above described property, together with the rights, privileges and appurtenances thereto belonging, unto the said Trustee and to his substitutes or successors forever. And Grantors named herein do hereby bind themselves, their heirs, executors, administrators and assigns to Warrant and forever defend the said premises unto the said Trustee, his substitutes or successors and assigns forever, against the claim, or claims, of all persons claiming or to claim the same or any part thereof.

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DEED OF TRUST VOL 630 MGE 457

This conveyence, however, is made in TRUST for the following purposes: WHEREAS, Chromalloy American Corporation, a Delaware corporation. with offices in St. Louis, Missouri. hereinafter called Beneficiary, by deed of even date herewith conveyed the herein described property to Grantors named herein, who, as part of the consideration therefor assumed and promised to pay, according to the terms thereof, all principal and interest remaining unpaid upon that one certain promiseory note in the original principal sum of \$.189,049.01 dated March 16, 1976, executed by Chromalloy American Corporation and payable to order of First Fraeport National Bank, Fraeport, Taxas, Deed of Trust Records of Brazoria County, Texas, the obligations and covenants of the grantors named in said Deed of Trust were also assumed by Grantors named herein. and in said Deed the superior title and a vendor's lien were expressly reserved and retained by Beneficiary until said indebtedness and obligations so assumed are fully paid and satisfied, and should Grantors do and perform all of the Wigations and covenants so assumed and make prompt payment of the indebtedness evidenced by said note so assumed as the same shall become due and payable, then this conveyance shall become null and void and of no further force and effect, it being agreed that a release of such indebtedness so assumed and of the liens securing the same by the legal owner and holder thereof prior to the advancement and payment thereon by Beneficiary of any sum or sums required to cure any default, shall be sufficient to release the iten created by this instrument as well as said vendor's lien so retained, without the joinder of Beneficiary. Unless, prior to the filing of a release of the indebtedness 20 assumed and of the liens securing the same in the office of the County Clerk of the County where said real property is situated. Beneficiary shall have filed in the office of the County Clerk of said County a sworn statement duly acknowledged and containing a legal description of the real property hereinbefore described and setting forth any and all sums that Beneficiary may have so advanced and paid, it shall be conclusively presumed that no sum or sums have been advanced and paid thereon by Reneficiary. Grantors agree that in the event of default in the payment of any installment, principal or interest, of the note to assumed by Grantors, or in the event of default in the payment of said note when due or declared due, or of a breach of any of the obligations or covenants contained in the Deed of Trust securing said note so assumed, Beneficiary may, at his option, advance and pay such sum or sums as may be required to cure any such default, and that any and all such sums so advanced and paid by Beneficiary to cure such default shall be paid by Grantors to Beneficiary at First Freeport National Bank in the City of Freeport, Brazoria County, Texas, within five (5) days after the date of such payment, without notice or demand, which are expressly waived. Grantors coverant to pay promptly to Beneficiary, without notice or demand, within the time and as provided in the foregoing paragraph, any and all sums that may, under the provisions of the foregoing paragraph, be due Beneficiary, In the event of a breach of the foregoing covenant, it shall thereupon, or at any time thereafter, be the duty of the Trustee, or his successor or substitute as hereinafter provided, at the request of Beneficiary (which request is hereby conclusively presumed), to enforce this Trust, and after advertising the time, place and terms of the sale of the above described and conveyed property, then subject to the lien hereof, for at least twenty-one (21) days preceding the date of sale by posting written or printed notice thereof at the Courthouse door of the county where said real property is situated, which notice may be posted by the Trustee acting, or by any person acting for him, and the Beneficiary (the holder of the indebtedness secured hereby) has, at least twenty-one (21) days preceding the date of sale, served written or printed notice of the proposed sale by certified mail on debtor obligated to pay the indebtedness secured by this Deed of Trust according to the records of Beneficiary, by the deposit such notice, enclosed in a postpaid wrapper, properly addressed to such debtor at debtor's most recent address as shown 😥 records of Beneficiary, in a post office or official depository under the care and custody of the United States Postal Service, one Trustee shall sell the above described property, then subject to the lien hereof, at public auction in accordance with such notice at the Courthouse door of the county where such real property is situated (provided where said real property is situated in more than one county, the notice to be posted as herein provided shall be posted at the Courthouse door of each of such courwhere said real property is situated, and said above described and conveyed property may be sold at the Courthouse door of

the then unpaid part of the indebtedness so assumed by Grantors and the lien or liens securing the same, and it is agreed that such sale shall not in any manner affect any indebtedness which may thereafter become due and owing to Beneficiary under the covenants and provisions of this Deed of Trust, it being agreed that this Deed of Trust and all rights of Beneficiary shall be and remain in full force and offect so long as the obligations and indebtedness so assumed by Grantons or any part thereof remains unsatisfied or unpaid; that a sale by the Trustee or Substitute Trustee hereunder shall not exhaust the right of the Trustee or Substitute Trustee in event of any subsequent default her under, and at the request of Beneficiary, to thereafter enforce this trust and make sale of said property as herein provided. Beneficiary shall have the right to purchase at any sale of the property, being the highest bidder and to have the amount for which such property is sold credited on the total sums owed Beneficiary.

any one of such counties, and the notices so posted shall designate the county where the property will be sold), on the first Tuesday in any month between the hours of ten o'clock A.M. and four o'clock P.M., to the highest bidder for cash, and make due conveyance to the Purchaser or Purchasers, with general warranty binding Grantors, their heirs and assigns; and out of the money arising from such sale the Trustee shall pay, first, all expenses of advertising the sale and making the conveyance, including a commission of 10% to himself and, second, to Beneficiary the full amount of all sums so advanced and paid and that are then owing to Beneficiary under the provisions hereof, rendering the balance of the sales price, if any, to the person or persons legally entitled thereto; and the recitals in the conveyance to the Purchaser or Purchasers shall be full and conclusive evidence of the truth of the matters therein stated, and all prerequisites to said sale shall be presumed to have been performed, and such sale and conveyance shall be conclusive against Grantors, their heirs and assigns; sald sale and deed to be made subject to

Beneficiary in any event is hereby authorized to appoint a substitute trustee, or a successor trustee, to act instead of the Trustee named herein without other formality than the designation in writing of a substitute or successor trustee; and the

authority hereby conferred shall extend to the appointment of other successor and substitute trustees successively until the full and final payment and satisfaction of the indebtadness and obligations so assumed by Grantors, and each substitute and successor trustee shall succeed to all of the rights and powers of the original Trustee named herein.

The term "Grantors" used in this instrument shall also include any and all successors in interest of Grantors to all or any part of the herein described and conveyed property as well as any and all purchasers thereof at any sale made hereunder by the Trustee or Substitute Trustee, and the provisions of this Deed of Trust shall be covenants running with the land.

DEED OF TRUST VOIL 630 MISE 458

If this Deed of Trust is or becomes binding upon one person or upon a corporation, the piural reference to Grantors shall be held to include the singular and all of the agreements and covenants herein undertaken to be performed by and the rights conferred upon Grantors, shall be binding upon and inure to the benefit of not only Grantors respectively but also their respective heirs, executors, administrators, grantees, successors and assigns.

It is expressly stipulated that the liability of Grantors to Beneficiary, arising by virtue of the assumption by Grantors of the payment of the note herein described and of the obligations of the Deed of Trust accuring said note, as well as the liability to Beneficiary of any and all persons hereafter assuming payment of said note and performance of the obligations of said Deed of Trust, shall in no wine be discharged or released by this instrument or by the exercise by Beneficiary of the rights and remedies herein provided for, it being agreed that this instrument and all rights and remedies herein accorded Beneficiary are cumulative of any and all other rights and remedies existing at law.

Grantors expressly represent that any indebtedness becoming due and payable under and by virtue of the terms and provisions of this Deed of Trust is in part payment of the purchase price of the herein described and conveyed property and that this Deed of Trust is cumulative and in addition to the Vendor's Lien expressly retained in deed of even date herewith executed by Beneficiary to Grantors, and it is expressly agreed that Beneficiary may foreclose under either or both of said Hens as Beneficiary may elect, without waiving the other, said deed lifereinbefore mentioned, together with its record, being here referred to and made a part of this instrument.

In the event any sale is made of the above described property, or any portion thereof, under the terms of this Daed of Trust, Grantors, their heirs and assigns, shall forthwith upon the making of such age surrender and deliver possession of the property so sold to the Purchaser at such sale, and in the event of their failure to do so they shall thereupon from and after the making of such age to and continue as tenants at will of such Purchaser, and in the event of their failure to surrender possession of said property upon demand, the Purchaser, his heirs or assigns, shall be entitled to institute and maintain an action for forcible detainer of said property in the Justice of the Peace Court in the Justice Precinct in which such property, or any part thereof, is situeted,

EXECUTED this 3014

day of MARCH

. A. D. 19 79 .

GULFCO. INC.

By President

ATTRST :

Bonusel

Acknowledgment)

THE STATE OF TEXAS COUNTY OF

Before me, the undersigned authority, on this day personally appeared

Given under my hand and seal of office on this the

day

, A. D. 19

Notary Public in and for

County, Texas.

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Before m	e, the u ndersig n	ed suthority, on th	is day personally appeared				
			unbeerthed to the foregoing	instrument, and s	cknowledged to	9 504	
Given under my hand and seal of office on this the				, A.	, A. D. 19 .		
			Notwy Public is and for		County, Texas.		
					4/16/79 11395	13.00 (3.00 (3.00	
			(Acknowledgment)	BHC 9764	Ulk	4/16	
THE STATE C	F TEXAS	}					
Before me,	the undersigned	authority, on this	day personally appeared				
that he	executed the		subscribed to the foregoing			o me	
			Notary Public in annifor			, Texas.	
D DEED OF TRUST TO SECURE ASSUMPTION (Where Describing to Liable on Note Assumed)	TO LEN ALLEN	TRUSTEE FOR CHROMALLOY AMERICAN CORPORATION	APR 16 1979: H. R. STEVENS, JR. CLERK MORE TO THE APRILED FOR RECORD AND THE APRILED THE	PREPARED IN THE LAW OFFICE OF: PIELDS. AND F.MELDS	Box 2170 Freeport, Texas 77541 FREASE RETURN TO: Chromalloy American Corporation	120 South Central Avenue St. Louis, Missouri 63105	
THE STATE (OF TEXAS BRAZORIA	}	(Corporate acknowledgment)				
COUNTY OF	PKYSOKIA	•					

. A. D. 1979 , . Notery Public larged for Brazoria
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Commission Explain Slieta

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DEED OF TRUST vol. 657 mse 163

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DEED OF TRUST

THE-STATE OF TEXAS

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF BRAZORIA

This DEED OF MRUST, made and entered into by and between Gulfco, Inc., a Texas corporation, acting by and through its officers duly authorized hereunto

of Brazoria County, Texas, hereinafter called GRANTOR, (whether one or more) and Ralph E. David

of Brazoria County, Texas, hereinafter called TRUSTEE, and First Freeport National Bank

of Brazoria County, Texas, hereinafter called HOLDER, to-wit:

1. GRANTOR, for the purpose of securing the indebtedness hereinafter described, and the further consideration of \$10.00 to GRANTOR
paid by TRUSTEE, receipt of which is hereby acknowledged, and the
further consideration, uses, purposes and trusts herein set forth, have
SOLD, GRANTED AND CONVEYED, and by these presents do SELL, GRANT AND
CONVEY unto TRUSTEE, and his substitutes, successors and their assigns,
the following described real property, to-wit:

See Exhibit "A" on Page 2 for description of property.

Page 2, Deed of Trust

Tract No. 1:
Field notes for Tract No. 21, out of the Brazos Coast Investment Company Subdivision No. 8, in the A. Calvit League, Abstract No. 51, Brazoria County, Texas, and being three separate tracts and being all of the said Tract No. 21, and lying North of the Intracoastal Canal and being described as follows:

Beginning at an iron rod in the Northeast line of the said Tract No. 21, which bears South 45 degrees 36' East a distance of 20.0 feet from the original North corner of the said Tract No. 21, and being in the Southeast right-of-way line of County Road No. 756;

Thence South 45 degrees 36' East a distance of 661.0 feet to a point for corner and being on the bank of the Intracoastal Canal;

Thence Southwesterly along the bank of the Intracoastal Canal with the following meanders:

S. 48 degrees 44' W. a distance of 66.11 feet, S. 50 degrees 30' W. a distance of 132.60 feet,

S. 42 degrees 40' W. a distance of 65.96 feet to a point for corner and being in the Southwest line of the said Tract No. 21.

Thence North 45 degrees 36' West along the Southwest line of the said Tract No. 21 a distance of 654.0 feet to an iron rod for corner and being in the Southeast right-of-way line of County Road No. 756;

Thence North 44 degrees 24' East along the Southeast right-of-way line of County Road No. 756 a distance of 263.7 feet to the Place of Beginning and containing 3.974 acres of land, more or less.

Tract No. 2:
Tract No. 22, Brazus Coast Investment Company Subdivision, Division No. 8, F. J. Calvit League, Abstract 51, in Brazoria County, Texas, according to the map or plat thereof duly recorded in the office of the County Clerk of Brazoria County, Texas, the same being the same properly conveyed to Gulfco Marine Maintenance, Inc., from B. L. Tanner by deed dated the 14th day of May, 1970, of record in Volume 1060, Page 535, Deed Records of Brazoria County, Texas, to which reference here is made for all purposes.

The above two tracts are a part of the same property described in the deeds of trust dated March 16, 1976 and March 30, 1979, recorded in Vol. 501, Page 360 and Vol. 629, Page 792, Deed of Trust Records of Brazoria County, Texas.

Page 3, Deed of Trust

- 2. TO HAVE AND TO HOLD the above described property, together with all rights, privileges, appurtenances, appertaining or thereunto belonging, to TRUSTEE and his substitutes, successors, and their assigns forever; and GRANTOR hereby covenants to warrant and defend the title to said property against the claim or claims of all persons whomsoever.
- 3. In Trust, however, to secure the full payment of the following indebtedness:

One promissory note of even date herewith in the original principal sum of \$506,000.00, payable to First Freeport National Bank or order in 11 quarterly installments of \$40,000.00 each, which includes interest at the rate provided therein, and one final installment for the entire balance due and owing thereon, and said note containing the usual acceleration of maturity and attorney fee clauses.

- 4. Should GRANTOR make prompt payment of the above described note and all renewals and extensions thereof as the same shall become due and payable and perform all of the acts, conditions, obligations and covenants contained in this deed of trust and in said above described note, the terms of which are incorporated herein by reference, this DEED OF TRUST shall become null and void, and shall be released by HOLDER, at the expense of GRANTOR.
 - 5. GRANTOR COVENANTS AND AGREES AS FOLLOWS:
- (a) PAYMENTS: Grantor will pay the principal and interest of the above described note in accordance with the terms thereof.
- (b) INSURANCE AND TAXES: Grantor will keep the improvements on the above described property insured against loss by fire and extended coverage policy in at least the sum of \$250,000 in a company or companies acceptable to HOLDER, with standard mortgage clause in favor of 40LDER, all policies and renewals thereof to be written for not less than one year with premiums prepaid, and deposited with HOLDER as soon as issued; HOLDER is hereby authorized to collect all sums which may become due under any of said policies, and at Grantor's option, apply same to rebuild or restore said improvements or to reduce the above described indebtedness, whether then matured or not, deducting therefrom any expenses incurred in connection with the handling or collecting of said sums.

Grantor will pay all taxes and assessments that are or may become due and payable on the above described property under any law, ordinance or regulation whether made by federal, state or municipal authority, before any interest or penalty accrues thereon.

And it is especially agreed that if the undersigned shall fail to effect said insurance and deliver such policies, as herein provided, or to pay such taxes, then the said insurance may be effected and said taxes may be paid by the legal holder of said note, and sums so expended shall be a demand obligation and become part of the debt hereby secured, and shall draw interest at the same rate as provided in the above described note from date so expended until paid, or at the option of the holder of the debt secured hereby, the entire principal indebtedness may be declared due, and be collected in any manner provided in this instrument, or provided by law.

(c) OCCUPANCY: Grantor will keep the above described property occupied so as not to impair the insurance carried thereon and if said above described property should remain vacant for more than 30 days HOLDER shall have the option of securing a vacancy endorsement for the insurance thereon at Grantor's cost.

Page 4, Deed of Trust

- (d) REPAIRS: Grantor will keep the improvements on the above described property in good repair and condition, and will not remove said improvements, or any part thereof.
- (e) TITLE: Grantor warrants that said above described property is free from liens and that GRANTOR is lawfully seized of said property.
- (f) FUTURE LIENS: Grantor agrees not to allow to be fixed, or enter into any contract whereby there may be fixed, on the above described property or any part thereof, without the written consent of HOLDER, any mechanic's lien or other lien of any character whatsoever; except for the Vendor's Lien and Deed of Trust in favor of Gulfco, Inc., described in paragraph numbered 18 hereof.
- (g) CONDEMNATION: Grantor agrees that in the event any portion of the above described property is taken by the right of eminent domain, all sums which may be awarded to GRANTOR in any condemnation proceeding shall, at the option of HOLDER, be applied on the above described indebtedness.
- (h) APPLICATION OF PAYMENTS: Grantor agrees that in the event any portion of the above described indebtedness now or hereafter created cannot be lawfully secured by the liens renewed, extended or granted by this deed of trust on the above described property, all payments made on said indebtedness shall be applied to the discharge of the unsecured portion of said indebtedness until same is paid.
- (i) PRIOR LIENS: Grantor agrees that in the event any lien, charge, or encumbrance is claimed or asserted by any person or party to be prior or superior to the lien of this DEED OF TRUST, to immediately pay off, discharge or remove such lien, charge or encumbrance from the above described property, whether or not the same prove in fact to be prior or superior to the lien of this DEED OF TRUST.
- 6. Should GRANTOR fail or refuse to make prompt payment of the above described note as the same shall become due and payable or fail or refuse to perform any of the acts, conditions, obligations and covenants herein provided, then this DEED OF TRUST shall remain in force and effect and HOLDER shall be entitled, without being under legal obligation to do so, to exercise the option of:
- (a) Declaring the whole of the note secured by this DEED OF TRUST, including principal, interest and all sums and expenses expended by HOLDER for and in behalf of GRANTOR as herein provided, immediately due and payable and instituting suit for the collection of same, and for the foreclosure of this deed of trust lien.
- (b) Declaring the whole of the note secured by this DEED OF TRUST, including principal, interest and all sums and expenses expended by HOLDER for and in behalf of GRANTOR as herein provided, immediately due and payable, with or without notice to GRANTOR and without presenting for payment any matured part of the indebtedness secured by this DEED OF TRUST, and cause trustee sale to be made.
- (c) Performing or causing to be performed for and in behalf of GRANTOR any acts, conditions, obligations and covenants which GRANTOR has failed or refused to perform and all sums so expended, including attorneys' fees, court costs, taxes, insurance premiums, agent's fees or commissions, or any other cost or expense of any type or nature, shall bear interest from the date of payment at the rate provided in the above described note, and shall be payable at the place designated in the above described note and shall be secured by the lien or liens securing the payment of the above described note and payable on demand, or in any manner provided in this instrument or provided by law.

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Page 5, Deed of Trust

- 7. Should HOLDER elect to exercise the option of enforcing this trust by trustee's sale as above provided, it shall be the duty of TRUSTEE upon request to do so by HOLDER, to sell the above described property, or any part thereof, at public venue to the highest bidder for cash at the door of the courthouse of the county in which said property is situated, first giving 21 days public notice of the time, terms, and place of said sale and of the property to be sold, by notice given in the manner at such date required by the laws of the State of Texas for sale of real estate under deeds of trust, and upon such sale said TRUSTER shall execute and deliver a deed or deeds conveying in fee simple the property sold to the purchaser or purchasers thereof, with full covenants of warranty, conveying all the title which GRANTOR has in said premises at the date of said sale or had at the date of execution thereof, and shall receive the proceeds of said sale, out of which shall be paid, first, the cost and expenses of executing this trust, including compensation of 5% of the amount due at said date on said indebtedness to TRUSTEE for his services; next, to the payment of all sums of money that may have been expended by HOLDER for and in behalf of GRANTOR as herein provided; next, to the full payment of principal, interest and attorney's fees due and unpaid on the note secured by this DEED OF TRUST, and the remainder, if any, shall be paid to GRANTOR. It is agreed that the recitals in the conveyance to the purchaser, or purchasers, shall be full and conclusive evidence of the truth of the matters therein stated, and all prerequisites to said sale shall be presumed to have been performed, and such sale and conveyance shall be conclusive against GRANTOR, his heirs and assigns.
- 8. HOLDER shall have the right to become the purchaser at all sales to enforce this trust, being the highest bidder, and to have the amount for which such property is sold credited on the debt then owing.
- 9. If the above named TRUSTEE should die, resign, remove from the State of Texas, become disqualified from acting, or fail or refuse to act when requested by HOLDER to do so, HOLDER shall have full power to appoint, without notice to GRANTOR, by an instrument in writing, a substitute trustee, and, the right to appoint a substitute trustee shall exist as often and whenever from any of said causes, any trustee, original or substitute cannot or will not act, and said substitute trustee shall succeed to all the estates, rights, powers and duties of the above named TRUSTEE.
- 10. In the event the money secured by this DEED OF TRUST or any part thereof, is used to pay off or discharge any lien, charge or encumbrance upon or against the above described property, HOLDER shall be subrogated to all such liens, charges or encumbrances so paid off, satisfied or discharged, and to all of the rights of the person or persons to whom such payments are made.
- Il. In no event shall GRANTOR or any party liable on the above described note be required to pay interest in excess of the rate allowed by the laws of the State of Texas, it being the intention of the parties to conform strictly to the usury laws now in force and the above described note or the contract for interest shall be held to be subject to reduction to the amount allowed under said usury laws as now or hereafter construed by the courts having jurisdiction.
- 12. In the event of a foreclosure under the power granted hereby the owner or owners in possession, their heirs, assigns and legal representatives, or any person holding under them or in possession of the above described property, shall thereupon become the tenant or tenants at will of the purchaser at such foreclosure sale; and should such tenants, owners, or persons in possession fail or refuse to surrender said premises on demand, the purchaser shall thereupon become entitled to institute and maintain the statutory action of forcible detainer, and procure a writ of possession thereunder.

We \$57 me 168 Page 6, Deed of Trust

- 13. The above named HOLDER or any other owner or holder of the above described nots is herein called HOLDER and all of the terms, conditions and covenants contained in this DEED OF TRUST shall bind and inure to and be for the benefit of the respective heirs, executors, administrators, successors, and assigns of the GRANTOR AND HOLDER.
- 14. Whenever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall include all genders, wherever the context so admits.
- 15. The exercise by HOLDER of any right or option hereunder shall not constitute a waiver of the right to exercise any other right or option hereunder and the failure of HOLDER to exercise any right or option hereunder shall not constitute a waiver of said right or option or any other right or option hereunder.
- 16. No provision of the note or deed of trust, loan agreement, commitment or other document relative to this transaction shall require the payment or permit the collection of interest in excess of the maximum permitted by law, and if any excess of interest is provided for, the borrower shall not be obligated to pay the amount of such interest to the extent that it is in excess of the amount permitted by law.
- 17. If all or any part of the property described herein or an interest therein is sold or transferred by Grantor without Holder's prior written consent, Holder may, at Holder's option declare all the sums secured by this deed of trust to be immediately due and payable. Holder shall have waived such option to accelerate if, prior to the sale or transfer, Holder and the person to whom the property is to be sold or transferred reach agreement, in writing that the credit of such person is satisfactory to Holder and that the interest payable on the sums secured by this deed of trust shall be at such rate as Holder shall request.
- 18. This indebtedness is in renewal and extension of the indebtedness and the liens described in the deed of trust dated March 16, 1976 and

March 30, 1979 recorded in the deed of trust dated march 16, 1976 and March 30, 1979 recorded in Vol. 501, Page 360 and in Vol. 629, Page 792, Deed of Trust Records of Brazoria County, Texas.

Of even date herewith a vendor's lien and deed of trust have been fixed upon the above premises to secure that certain promissory note of even date herewith in the original principal sum of \$1,105,760.00 made by Fish Engineering & Construction, Inc., payable to Gulfco, Inc., it being expressly provided in said vendor's lien and said deed of trust that the liens therein contained are and shall remain secondary and inferior to the lien in favor of First Freeport National Bank created by this deed of trust.

GULFCO, INC

EXECUTED this / day of November, 1979.

ATTEST:

BETTYE D. MURRELL Secretary

By B. L. Tanner, President

THE STATE OF TEXAS

COUNTY OF BRAEORIA

BEFORE ME, the undersigned authority, on this day personally appeared B. L. Tanner, President of Gulfco, Inc., a Texas corporation, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity therein stated, and as the act and deed of said corporation.

MOER MY HAND AND SEAL OF OFFICE, this /2 day of

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County, Texas

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RESOLUTIONS

THE STATE OF TEXAS I

The undersigned President and Secretary of GULFCO, INC., a corporation, duly incorporated and existing under and by virtue of the laws of Texas, and lawfully doing business within the State of Texas, do hereby certify that at a meeting of the Board of Directors of said Corporation lawfully called for the purpose of considering its obtaining a loan from First Freeport National Bank, Freeport, Texas, and other appropriate business, attended by a quorum of said Directors on the 7th day of November, 1979, the following Resolutions were unanimously made and adopted, to-wit:

BE IT RESOLVED: That the proper officers of this Corporation be and they are hereby directed to negotiate with First Freeport National Bank, Freeport, Texas, for a loan to the Corporation in the amount of \$506,000.00, to be secured by a deed of trust upon the company's property being more fully described and set forth in form of the foregoing deed of trust prepared by Davis, Stovall, Newton and Jones and presented to the Directors for their consideration; said note shall bear interest and be repayable as may be required by the lender;

BE IT FURTHER RESOLVED, That all action heretofore taken by the officers in negotiating said loan are ratified and confirmed, and they are further authorized and directed to execute all such notes, deeds of trust, security agreements, loan agreements and papers as may be requested by said lender incident to said loan.

And we further certify that said Resolutions are shown on the records of the Corporation and have not been amended, altered or revoked.

GIVEN UNDER OUR HANDS this the 7th day of November, 1979.

B. L. Tanner, President

FILED FOR RECORD

NOV 14 1979

H. R. STEVENS, JR. OLENGOUST COMMITTEEN TO A STEVEN OF THE
Bettye J. Murrell, Secretary

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GENERAL WARRANCE DIED

THE STATE OF TEXAS \$ \$ KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF BRAZORIA \$

That GULFCO, INC., a Texas corporation (Grantor) acting herein by and through its duly authorized officers, for and in consideration of the sum of Ten and No/100 Dollars (\$10.00) cash and other good and valuable consideration paid, and secured to be paid as hereinafter stated by FISH ENGINEERING & CONSTRUCTION, INC., the receipt of which is hereby acknowledged, has granted, sold and conveyed, and by these presents does grant, sell and convey unto the said FISH ENGINEERING & CONSTRUCTION, INC., a Texas corporation, (Grantee) all of that certain tract of land situated in Brazoria County, Texas described in the attached Schedule "A", together with all improvements thereon.

Of the consideration, the sum of One Million One Hundred Five Thousand, Seven Hundred Sixty and No/100 Dollars (\$1,105,760) is evidenced by, and payable in accordance with the terms and provisions of, one certain Vendor's Lien Note (the "Wrap Around Note") of even date herewith, executed by Grantee and payable to the order of Grantor in stipulated quarterly installments, including interest as recited therein, containing the usual acceleration of maturity and attorney fee collection clauses and reciting that the payment thereof is secured by a Vendor's Lien on the above described property, as hereinafter reserved, and additionally secured by a Deed of Trust Lien on the same property as granted in a Deed of Trust (the "Wrap Around Deed of Trust") of even date with said Wrap Around Note from Grantee to Raymond J. Fields, Trustee, for the benefit of Grantor.

TO HAVE AND TO HOLD the above described property, together with all and singular the rights and appurtenances thereunto in anywise belonging unto the said Grantee, its successors

"" DEED vor 1485 mse 360

and assigns forever; and Grantor does hereby bind itself and its successors to warrant and forever defend all and singular the above described and herein conveyed property unto the Grantee, its successors and assigns, against the claims of all persons whomsoever lawfully claiming or to claim the same, or any part thereof.

This conveyance is made by Grantor subject to the matters set forth in Schedule A-1 attached hereto.

The Wrap Around Deed of Trust is second, subordinate and inferior unto that certain Deed of Trust (the "Underlying Lien") of even date herewith covering the above described property in favor of First Freeport National Bank in Freeport, Texas, and securing a promissory note (the "Underlying Note") of Grantor dated of even date herewith in the amount of \$506,000, and payable in quarterly installments of \$40,000 each commencing on February 12, 1980 with the balance of said note being due and payable on or before three (3) years from the date thereof. So long as no default exists in the payment of the Wrap Around Note, Grantor, its successors and assigns, shall be obligated to timely make all payments due on the Underlying Note. Anything herein to the contrary notwithstanding, Grantor agrees that Grantee shall have the right to elect to make timely payment of the Underlying Note direct to the holder thereof, and in the event of such direct payment by Grantee, or its assigns, the Wrap Around Note shall be credited in the amount of any such direct payment made to the holder of the Underlying Note.

Lien is herein and hereby retained against the above described property to secure the full and final payment of the above described Wrap Around Note, together with all interests and other charges thereon and all renewals or extensions thereof, when and whereupon this Deed shall become absolute.

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EXECUTED this Adday of November, 1979.

GULFCO, INC.

ATTEST:

Bettye D. Marrell

By Farmer

THE STATE OF TEXAS S
COUNTY OF BRAZORIA

BEFORE ME, the undersigned authority, on this day personally appeared <u>BL TANNER</u>, <u>PRESIDENT</u>
of GULFCO, INC., known to me to be the person and officer whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and considerations therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL this 12 th day of November,

Good Contraction of the Contract

Notary Public in and for Brazoria County, Texas

MADALYNE REICHENBACH BOTARI RUBLIC 18 ABD FOR SKAZONIA GOUNTE, TRIAS Tract No. 1:

Field notes for Tract No. 21, out of the Brazos Coast Investment Company Subdivision No. 8, in the A. Calvit League, Abstract No. 51, Brazoria County, Texas, and being three separate tracts and being all of the said Tract No. 21, and lying North of the Intra-coastal Canal and being described as follows:

Beginning at an iron rod in the Northeast line of the said Tract No. 21, which bears South 45 degrees 36' East a distance of 20.0 feet from the original North corner of the said Tract No. 21, and being in the Southeast right-of-way line of County Road No. 756;

Thence South 45 degrees 36' East a distance of 661.0 feet to a point for corner and being on the bank of the Intracoastal Canal;

Thence Southwesterly along the bank of the Intracoastal Canal with the following meanders:

S. 48 degrees 44' W. a distance of 66.11 feet, S. 50 degrees 30' W. a distance of 132.60 feet,

S. 42 degrees 40' W. a distance of 65.96 feet to a point for corner and being in the Southwest line of the said Tract No. 21.

Thence North 45 degrees 36' West along the Southwest line of the said Tract No. 21 a distance of 654.0 feet to an iron rod for corner and being in the Southeast right-of-way line of County Road No. 756;

Thence North 44 degrees 24' East along the Southeast right-of-way line of County Road No. 756 a distance of 263.7 feet to the Place of Beginning and containing 3.974 acres of land, more or less.

Tract No. 2:

Tract No. 22, Brazos Coast Investment Company Subdivision, Division No. 8, F. J. Calvit League, Abstract 51, in Brazoria County, Texas, according to the map or plat thereof duly recorded in the office of the County Clerk of Brazoria County, Texas, the same being the same property conveyed to Gulfco Marine Maintenance, Inc., from B. L. Tanner by deed dated the 14th day of May, 1970, of record in Volume 1060, Page 535, Deed Records of Brazoria County, Texas, to which reference here is made for all purposes.

Tract No. 3:
Tract No. 56, Brazos Coast Investment Company Subdivision No. 8,
F. J. Calvit League, Abstract 51, Brazoria County, Texas, the same being the same property conveyed to Grifco Marine Maintenance, Inc., from B. G. Sandlin by deed dated the 14th day of May, 1970, of record in Volume 1060, Page 537, Deed Records of Brazoria County, Texas, to which reference is here made for all purposes.

All right, title and interest of Gulfco, Inc. (to the extent such interest is assignable) in and to a certain first right of refusal granted by Chromalloy American Corporation by letter dated March 30, 1979, and covering cracts 23, 24, 25, 26, 27 and 55 in Division 8 of the Brazos Coast Investment Company Subdivision in the F. J. Colvit League, Abstract 51, Brazoria County, Texas

(RECORDED AS PER ORIGINAL)

DEED vol **1485** page **363**

SCHEDULE A-1 - TITLE EXCEPTIONS

- (1) Any right, title, interest or claim of any character had or asserted by the State of Texas or by any government or governmental authority or by the public generally in or to that part of the property herein described affected by the ebb and flow of the tide.
- (2) Road right-of-way as described in instruments recorded in Volume 798, Page 685, Volume 798 pages 679-681, Deed Records, Brazoria County, Texas.
- (3) Easements to United States of America as described in instruments recorded in Volume 298, Page 5, Volume 319, Page 38; Volume 319, Page 40; Volume 319, Page 48; Volume 320, Page 341, Deed Records, Barzoria County, Texas.
- (5) One certain Deed of Trust of even date herewith executed by Gulfco, Inc. to Ralph E. David, Trustee, of record in Volume 657, Page 163 of the Deed of Trust Records of Brazoria County, Texas, to secure payment of one certain promissory note of even date therewith in the original principal sum of \$506,000 executed by Gulfco, Inc. and payable to the order of First Freeport National Bank, said note bearing interest as therein set out and payable in eleven quarterly installments of \$40,000 each (principal and interest) commencing February 12, 1980, and the principal balance of said note, including all accrued interest, being due and payable on or before November 12, 1982.

CERTIFICATE OF CORPORATE RESOLUTION

I, Bettye J. Murrell, Secretary of Gulfco, Inc., a Texas corporation, hereby certify that the following is a true and correct copy of resolutions adopted by the sole stockholder of said Corporation on the 7th day of November, 1979:

> RESOLVED. That the Corporation sell to Fish Engineering & Construction, Inc., a corporation, for such price and upon such terms and conditions as in the discretionary judgment of the president of the Corporation shall be appropriate, all of the real property and other assets described in Exhibit A attached hereto and made a part hereof.

RESOLVED FURTHER, That the President be, and he hereby is, authorized to execute and deliver on behalf of the Corporation all deeds, notes, deeds of trust, contracts, assignments and any and all other documents of any kind whatsoever which may be necessary or appropriate in the premises.

I further certify that said above resolutions remain in full force and effect and have not been amended or revoked as of the date of this certificate.

Certified to this the 12th day of November, 1979.

Murrell, Secretary

Gulfco, Inc.

THE STATE OF TEXAS I

COUNTY OF BRAZORIA I

BEFORE ME, the undersigned authority, on this day personally appeared BETTYE J. MURRELL, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that she executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 12th day of November, 1979.

> Linds J. Greer

Notary Public is and for Brazoria County, Texas My commission expires: 09/30/80

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EXHIBIT A

Description of property to be conveyed, transfered, and delivered to Fish Engineering & Construction, Inc.

- 1. The following described land including all improvements located thereon: See Exhibit 1 attached.
- 2. All leasehold interests, furniture, fixtures, equipment, machinery, spare parts, supplies, motor vehicles, apparatus, tools, implements, appliances and other tangible personal property owned by the Corporation and which the President of the Corporation and Fish Engineering & Construction, Inc. mutually agree to be included in such sale, conveyance, and transfer, together with all books, records, documentation, licenses, permits and other property of whatsoever nature as the Fresident and Fish may agree, LESS AND EXCEPT:
 - (a) Cash on hand
 - (b) Accounts receivable
 - (c) Work in progress
 - (d) Goodwill
 - (e) Corporate name, trade names, etc.
 - (f) Miscellaneous items such as insurance claims, various books and records not pertaining directly to the assets to be sold

EXHIBIT 1

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FILED FOR RECORD

NOV 16 1979

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DEED OF TRUST

DEED OF TRUST

THE STATE OF TEXAS S
COUNTY OF BRAZORIA S

KNOW ALL MEN BY THESE PRESENTS:

THIS DEED OF TRUST, made and entered into by and between FISH ENGINEERING & CONSTRUCTION, INC., a Texas corporation, acting by and through its duly authorized officers, of Harris County, Texas, hereinafter called GRANTOR (whether one or more) and RAYMOND J. FIELDS, of Brazoria County, Texas, hereinafter called TRUSTEE, and GULFCO, INC., of Brazoria County, Texas, hereinafter called HOLDER, to-wit:

1. GRANTOR, for the purpose of securing the indebtedness hereinafter described, and the further consideration of \$10.00 to GRANTOR paid by TRUSTEE, receipt of which is hereby acknowledged, and the further consideration, uses, purposes and trusts herein set forth, have SOLD, GRANTED AND CONVEYED, and by these presents do SELL, GRANT AND CONVEY unto TRUSTEE, and his substitutes, successors and their assigns, the following described real property, to-wit:

All of that certain real property set forth and described in Schedule A attached hereto and made a part hereof.

- 2. TO HAVE AND TO HOLD the above described property, together with all rights, privileges, appurtenances appertaining or thereunto belonging, to TRUSTEE and his substitutes, successors, and their assigns forever; and GRANTOR hereby covenants to warrant and defend the title to said property against the claim or claims of all persons whomsoever, subject to the matters set forth in Schedule A-1 attached hereto.
- 3. In Trust, however, to secure the full payment of the following indebtedness:

One promissory note (the "Wrap Around Note") dated November 12, 1979, in the original sum of \$1,105,760.00, payable to Gulfco, Inc. or order in eleven (11) quarterly installments of \$50,000.00 each (which includes principal and interest) with the remaining principal and accrued interest thereon being due and payable on or before three (3) years from the date of said note, and said note containing the usual acceleration of maturity and attorney fee clauses.

- 4. Should GRANTOR make prompt payment of the above described note and all renewals and extensions thereof as the same shall become due and payable and perform all of the acts, conditions, obligations and covenants contained in this deed of trust and in said above described note, the terms of which are incorporated herein by reference, this DEED OF TRUST shall become null and void, and shall be released by HOLDER, at the expense of GRANTOR.
 - 5. GRANTOR COVENANTS AND AGREES AS FOLLOWS:
- (a) PAYMENTS: GRANTOR will pay the principal and interest of the above described note in accordance with the terms thereof.

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(b) INSURANCE AND TAXES: GRANTOR will keep the improvements on the above described property insured against loss by fire and extended coverage policy in at least the sum of \$250,000 in a company or companies acceptable to HOLDER, with standard mortgage clause in favor of HOLDER (the amount of insurance coverage and the insurer which are acceptable to the holder of the underlying lien are acceptable to the HOLDER hereunder), all policies and renewals thereof to be written for not less than one year with premiums prepaid, and deposited with HOLDER as soon as issued; HOLDER is hereby authorized to collect all sums which may become due under any of said policies, and at GRANTOR'S option apply same to rebuild or restore said improvements or to reduce the above described indebtedness, whether then matured or not, deducting therefrom any expenses incurred in connection with the handling or collecting of said sums.

GRANTOR will pay all taxes and assessments that are or may become due and payable on the above described property under any law, ordinance or regulation whether made by federal, state or municipal authority, before any interest or penalty accrues thereon.

And it is especially agreed that if the undersigned shall fail to effect said insurance and deliver such policies, as herein provided, or to pay such taxes, then the said insurance may be effected and said taxes may be paid by the legal holder of said note, and sums so expended shall be a demand obligation and become part of the debt hereby secured, and shall draw interest at the same rate as provided in the above described note from date so expended until paid, or at the option of the HOLDER of the debt secured hereby, and entire principal indebtedness may be declared due, and be collected in any manner provided in this instrument, or provided by law.

- (c) OCCUPANCY: GRANTOR will keep the above described property occupied so as not to impair the insurance carried thereon and if said above described property should remain vacant for more than thirty (30) days HOLDER shall have the option of taking possession and renting same for and on behalf of GRANTOR as provided in Paragraph 12 hereof.
- (d) REPAIRS: GRANTOR will keep the improvements on the above described property in good repair and condition, and will not remove said improvements, or any part thereof.
- (e) TITLE: GRANTOR warrants that said above described property is free from liens, except as set forth in the attached Schedule A-1, and that GRANTOR is lawfully seized of said property.
- (f) FUTURE LIENS: GRANTOR agrees not to allow to be fixed, or enter into any contract whereby there may be fixed, on the above described property or any part thereof, without the written consent of HOLDER, any mechanic's lien or other lien of any character whatsoever.
- (g) CONDEMNATION: GRANTOR agrees that in the event any portion of the above described property is taken by the right of eminent domain, all sums which may be awarded to GRANTOR in any condemnation proceeding shall, at the option of HOLDER, be applied on the above described indebtedness.
- (h) APPLICATION OF PAYMENTS: GRANTOR agrees that in the event any portion of the above described indebtedness now

or hereafter granted cannot be lawfully secured by the liens renewed, extended or granted by this deed of trust on the above described property, all payments made on said indebtedness shall be applied to the discharge of the unsecured portion of said indebtedness until same is paid.

- (i) PRIOR LIENS: GRANTOR agrees that in the event any lien, charge, or encumbrance (except those expressly set forth herein) is claimed or asserted by any person or party to be prior or superior to the lien of this DEED OF TRUST, to immediately pay off, discharge or remove such lien, charge or encumbrance from the above described property, whether or not the same prove in fact to be prior or superior to the lien of this DEED OF TRUST.
- 6. Should GRANTOR fail or refuse to make prompt payment of the above described note as the same shall become due and payable or fail or refuse to perform any of the acts, conditions, obligations and covenants herein provided, then this DEED OF TRUST shall remain in force and effect and HOLDER shall be entitled, without being under legal obligation to do so, to exercise the option of:
- (a) Declaring the whole of the note secured by this DEED OF TRUST, including principal, interest and all sums and expenses expended by HOLDER for and in behalf of GRANTOR as herein provided, immediately due and payable, with notice to GRANTOR but without presenting for payment any matured part of the indebtedness secured by this DEED OF TRUST, and cause trustee sale to be made.
- (b) Performing or causing to be performed for and in behalf of GRANTOR any acts, conditions, obligations and covenants which GRANTOR has failed or refused to perform and all sums so expended, including attorneys' fees, court costs, taxes, insurance premiums, agent's fees or commissions, or any other cost or expense of any type or nature, shall bear interest from the date of payment at the rate provided in the above described note and shall be secured by the lien or liens securing the payment of the above described note and payable on demand.
- Should HOLDER elect to exercise the option of enforcing this trust by trustee's sale as above provided, it shall be the duty of TRUSTEE upon request to do so by HOLDER, to sell the above described property, or any part thereof, at public venue to the highest bidder for cash at the door of the courthouse of the county in which said property is situtated, first giving 21 days public notice of the time, terms, and place of said sale and of the property to be sold, by notice given in the manner at such date required by the laws of the State of Texas for sale of real estate under deeds of trust, and upon such sale said TRUSTEE shall execute and deliver a deed or deeds conveying in fee simple the property sold to the purchaser or purchasers thereof, with full covenants of warranty, conveying all the title which GRANTOR has in said premises at the date of said sale or had at the date of execution thereof, and shall receive the proceeds of said sale, out of which shall be paid, first, the cost and expenses of executing this trust, including compensation of 5% of the amount due at said date on said indebtedness to TRUSTEE for his services; next, to the payment of all sums of money that may have been expended by HOLDER for and in behalf of GRANTOR as herein provided; next, to the full payment of principal, interest and attorney's fees due and unpaid on the note secured by this DEED OF TRUST, and the remainder, if any, shall be paid to GRANTOR. It is agreed that the recitals in the conveyance to the purchaser, or purchasers, shall be full and

conclusive evidence of the truth of the matters therein stated, and all prerequisites to said sale shall be presumed to have been performed, and such sale and conveyance shall be conclusive against GRANTOR, his heirs and assigns.

- 8. HOLDER shall have the right to become the purchaser at all sales to enforce this trust, being the highest bidder, and to have the amount for which such property is sold credited on the debt then owing.
- 9. If the above named TRUSTEE should die, resign, remove from the State of Texas, become disqualified from acting, or fail or refuse to act when requested by HOLDER to do so, HOLDER shall have full power to appoint, without notice to GRANTOR, by an instrument in writing, a substitute trustee, and, the right to appoint a substitute trustee shall exist as often and whenever from any of said causes, any trustee, original or substitute cannot or will not act, and said substitute trustee shall succeed to all the estates, rights, powers and duties of the above named TRUSTEE.
- 10. In the event the money secured by this DEED OF TRUST or any part thereof, is used to pay off or discharge any lien, charge or encumbrance upon or against the above described property, HOLDER shall be subrogated to all such liens, charges or encumbrances so paid off, satisfied or discharged, and to all of the rights of the person or persons to whom such payments are made.
- 11. In no event shall GRANTOR or any party liable on the above described note be required to pay interest in excess of the rate allowed by the laws of the State of Texas, it being the intention of the parties to conform strictly to the usury laws now in force and the above described note or the contract for interest shall be held to be subject to reduction to the amount allowed under said usury laws as now or hereafter construed by the courts having jurisdiction.
- 12. In the event of a foreclosure under the power granted hereby the owner or owners in possession, their heirs, assigns and legal representatives, or any person holding under them or in possession of the above described property, shall thereupon become the tenant or tenants at will of the purchaser at such foreclosure sale; and should such tenants, owners, or persons in possession fail or refuse to surrender said premises on demand, the purchaser shall thereupon become entitled to institute and maintain the statutory action of forcible detainer, and procure a writ of possession thereunder.
- 13. The above named HOLDER or any other owner or holder of the above described note is herein called HOLDER and all terms, conditions and covenants contained in this DEED OF TRUST shall bind and inure to and be for the benefit of the respective heirs, executors, administrators, successors, and assigns of the GRANTOR and HOLDER.
- 14. Whenever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall include all genders, wherever the context so admits.
- 15. The exercise by HOLDER of any right or option hereunder shall not constitute a waiver of the right to exercise any other right or option hereunder and the failure of HOLDER to exercise any right or option hereunder shall not constitute a waiver of said right or option or any other right or option hereunder.

16. No provision of the note or deed of trust, loan agreement, commitment or other document relative to this transaction shall require the payment or permit the collection of interest in excess of the maximum permitted by law, and if any excess of interest is provided for, the borrower shall not be obligated to pay the amount of such interest to the extent that it is in excess of the amount permitted by law.

This deed of trust is given to secure the above mentioned indebtedness and is second, subordinate and inferior unto that certain Deed of Trust (the "Underlying Lien") of even date herewith covering the above described property in favor of First Freeport National Bank in Freeport, Texas, and securing a promissory note (the "Underlying Note") of HOLDER dated of even date herewith in the amount of \$ 506,000.00 , and payable in each with the balyears from the date thereof. GRANTOR'S deposit of the required insurance policies with the HOLDER of the Underlying Lien shall constitute compliance with the insurance policy deposit requirements herein contained. GRANTOR'S liability for default hereunder is limited as set forth in the Wrap Around Note. GRANTOR has purchased the above described property from HOLDER subject to the Underlying Lien and the Underlying Note, and GRANTOR has in no manner assumed responsibility for payment of the Underlying Note, it being understood and agreed, between GRANTOR and HOLDER that so long as no default exists in the payment of the Wrap Around Note, HOLDER, its successors and assigns, shall be obligated to timely make all payments due on the Underlying Note. Anything herein to the contrary notwithstanding, GRANTOR and HOLDER agree that GRANTOR reserves the right to elect to make timely payment of the Underlying Note direct to the holder thereof, and in the event of such direct payment by GRANTOR, or its assigns, the Wrap Around Note shall be credited in the amount of any such direct payment made to the holder of the Underlying Note. the event of default of any installment due upon the Underlying Note not caused by the Holder of the Wrap Around Note, the Holder of the Wrap Around Note may, at its option, declare the entire balance unpaid upon the Wrap Around Note to be immediately due and payable in its entirety

EXECUTED this 10 day of November, 1979.

FISH ENGINEERING & CONSTRUCTION, INC.

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Oonald F. Prinster

GULFCO, INC.

ATTEST:

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HOLDER

THE STATE OF TEXAS S COUNTY OF HARRIS

day of frem leh , 1979.



Notary Public in and for Harris County, TEXAS

MADALYNE REICHENBACH
MOTAXT PUBLIC IN AND TOR BEALDRIA GOUXTY, TELAS

THE STATE OF TEXAS S
COUNTY OF BRAZORIA

BEFORE ME, the undersigned authority, on this day personally appeared by TANNER, TRESURENT of GULFCO, INC., known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed, and in the capacity therein stated.

of Given under My Hand and Seal of Office This 12-th day

Notary Public in and for Brazoria Coun /, Texas

MADALYNE REICHENBACH
STRAT PUBLIC IN AND FOR BRAZOSIA COUNTY, TRIAS

Tract No. 1:

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Thence Southwesterly along the bank of the Intracoastal Canal with the following meanders:

S. 48 degrees 44' W. a distance of 66.11 feet, S. 50 degrees 30' W. a distance of 132.60 feet, S. 42 degrees 40' W. a distance of 65.96 feet to a point for corner and being in the Southwest line of the said Tract No. 21.

Thence North 45 degrees 36' West along the Southwest line of the said Tract No. 21 a distance of 654.0 feet to an iron rod for corner and being in the Southeast right-of-way line of County Road No. 756;

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- (3) Easements to United States of America as described in instruments recorded in Volume 298, Page 5, Volume 319, Page 38; Volume 319, Page 40; Volume 319, Page 48; Volume 320, Page 341, Deed Records, Barzoria County, Texas.
- (4) Minerals as described in instrument from J. W. Stone to Mary Ethel Paine, dated September 12, 1950, recorded in Volume 486, Page 472; from J. W. Stone to Mary Ethel Pain, dated March 11, 1957, recorded in Volume 681, Page 26; from H. Merlyn Christie to Kay Christie, et al, recorded in Volume 859, Page 269; from T. T. Stratton to R. M. Lee, dated March 4, 1936, recorded in Volume 276, Page 302; from J. H. Tigner to B. M. Cooley, et al, dated June 11, 1958, recorded in Volume 719, Page 390, Deed Records, Brazoria County, Texas, and all rights incident thereto.
- (5) One certain Deed of Trust of even date herewith executed by Gulfco, Inc. to Ralph E. David, Trustee, of record in Volume 657, Page 63 of the Deed of Trust Records of Brazoria County, Texas, to secure payment of one certain promissory note of even date therewith in the original principal sum of \$506,000 executed by Gulfco, Inc. and payable to the order of First Freeport National Bank, said note bearing interest as therein set out and payable in eleven quarterly installments of \$40,000 each (principal and interest) commencing February 12, 1980, and the principal balance of said note, including all accrued interest, being due and payable on or before November 12, 1982.

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NOV 16 1979

H. R. STEVENS, JR. LERK COURTY COURT, COLUMN CO., TEXAS BY ALLOW A METERS AND THE STEP OF
THE STATE OF TEXAS.

DEED OF TRUST

VOL 725 PAGE 400

County of Brazoria

WHEREAS, on the

12th. day of

November

1979 , Gulfco, Inc.,

Brazoria

County, Texas, did execute, acknowledge and deliver to

Ralph E. David, Trustee

of Brazoria

County, Texas, a

CETTAIN "Deed of Trust

on the following described real estate, situated, lying and being in the

Course of TALL STORY

Brazoria

in said State of Texas, to wit:

See attached:

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Field notes for Treet Mo. 21, out of the Brazos Coset Investment Company Subdivision Mo. 8, in the A. Crivit League, Abstract Mo. 51, Brazoria County, Texas, and being three separate tracts and being all of the said Tract Mo. 21, and lying Morth of the Intra-cosetal Canal and being described as follows:

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Tract No. 2:
Tract No. 2:
Tract No. 22, Brazos Coast Investment Company Subdivision, Division No. 8, F. J. Calvit League, Abstract 51, in Brazoris County, Texas, according to the map or plat thereof duly recorded in the office of the County Clerk of Brazoris County, Baxas, the same being the same property conveyed to Gulfoo Narins Maintenance, Inc., from S. L. Tanner by deed deted the 14th day of May, 1970, of record in Volume 1060, Page 535, Deed Records of Arazoria County, Texas, to which reference here is made for all purposss.

The above two tracts are a part of the same property described in the deads of trust dated March 16, 1976 and March 30, 1979, recorded in vol. 501, Page 360 and Vol. 629, Page 792, Deed of Trust Records of Brazoria County, Texas.

(RECORDED AS PER ORIGINAL)

EXHIBIT "A"

vez 725 page 401

which is recorded in Vol. 657 The same being fully described in said Deed of Trust 24163-169 of the Records of said Deed of Trust Brazoria to which and the record thereof, reference is here made for more particular description, the said Deed of Trust being executed for the purpose of securing the promi certain promissory note executed by the said and payable to the order of The First Freeport National Bank as follows: Being in the principal sum of \$506,000.00 and payable in eleven quarterly installments of \$40,000.00 each and one final installment for the balance and bearing interest from at the rate of Prime rate date per cent, per annum; and, wh with accrued interest thereon, has been fully paid, and at the time of such payment said note the property of The First Freeport National Bank Now, threefore, Know all Men by these Presents, that The First Freeport National Bank a corporation, being al owner and louder of said note at the time of said payment, in consideration of the premises and of the full and final payment of said note , the receipt of which is hereby acknowledged, have this day, and do by these presents, remise, release and quit-claim unto the said Gulfco, Inc., heirs or assigns, the lien heretofore existing on said virtue of said Deed of Trust and do hereby declare the same fully released and satisfied. IN TESTIMONY WHEREOF, the First Freeport National Bank & Cot Joration Min council these presents to be executed by Larry E. Mire President terms they sutherized by its Board of Directors, and its corporate seal hereto affixed, at FreeDOV 29th.day of County, Texas, this The First Freeport National Bank Sandard M

E STATE OF TEXAS,	WA Berong Ms, the unde	725mc 402 reignod authority, a z	otary public in :	and for Brazo	ria -
County of Brazoria	County, Texas, on thi	s day personally appe	ured Lar	y E. Mire	- 1 EM EM
known to me to be the person	whose name is subscribe	d to the foregoing in	strument, and as	knowledged to s	ne that
be executed the same as the s	et and deed of The	First Freeport N	ational Bani	c , a corpo	ration,
and as the Vice Presi	dent thereof, and for the	purposes and consider	ation therein ex	pressed.	
Yes	Gr	FR UNDER MY	HAND AND	SEAL OF OF	Pics,
this 29th. day	of May		. p. 1981	·	eren e
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		County Court		County	

va: 803ma248 . **RELEASE**

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THE STATE OF TEXAS
COUNTY OF BRAZORIA

KNOW ALL MEN BY THESE PRESENTS:

That FIRST FREEPORT NATIONAL BANK (hereinafter called the "Holder"), being the payer in and present holder of that certain promissory sote dated November 12, 1979 (hereinafter called the "Subject Note"), made by Gulfoo, Inc., a Texas corporation, payable to the order of the Holder in the original principal sum of \$506,000.08 and bearing interest and being payable as set forth and described therein, for and in consideration of payment in full of the Subject Note and other good and valuable consideration to the Holder, the receipt and sufficiency of which consideration are hereby acknowledged, does by these presents release and relinquish the following liens, mortgages and assignments (hereinafter collectively called "Subject Liens"):

- (a) All liens, mortgages and assignments created under that certain Deed of Trust dated November 12, 1979, executed by Gulfoo, Inc. to Ralph E. Devid, Trustee, and filed in the office of the County Clerk of Brazoria County, Texas on November 14, 1979, under Clerk's File No. 34221, Brazoria County, Texas, and
- (b) All other liens, mortgages and assignments securing the Subject Note.

EXECUTED the12th day of November , 1982.

FIRST FREEPORT NATIONAL BANK

ATTEST:

THE STATE OF TEXAS

COUNTY OF BRAZORIA

By Cal M. State and

BEFORE ME, the undersigned authority, on this day personally appeared Ralph W. Hatfield Senior Vice-President of FREST FREEDORT NATIONAL BANK, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and considerations therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 12th day of November , 1982.

FILED FOR RECORD

AT 12'02 PROOF P

DEC 3 1982

H.R. STEVENS, JR.

DLENG CHARTY COURT, MARRIAN CO., TEARS
BY J. A. C. J. DEPUTY

Notary Public in and for Brazoria County, Taxas

Gwen Maropis My commission expires 3-14 DEED

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VOL 1681 PAGE 787

THE STATE OF TEXAS
COUNTY OF BRAZORIA

KNOW ALL MEN BY THESE PRESENTS:

That GULPCO, INC., a Texas corporation (hereinafter called the "Holder"), being the payee in and present holder of that certain promissory note dated November 12, 1979 (hereinafter called the "Subject Note"), made by Fish Engineering & Construction, Inc., a Texas corporation, payable to the order of the Holder in the original principal sum of \$1,105,760.00 and bearing interest and being payable as set forth and described therein, for and in consideration of payment in full of the Subject Note and other good and valuable consideration to the Holder, the receipt and sufficiency of which consideration are hereby acknowledged, does by these presents release and ralinquish the following liens, mortgages and assignments (hereinafter collectively called "Subject Liens"):

- (a) All liens, mortgages and assignments created under that certain Deed of Trust dated November 12, 1979, executed by Fish Engineering & Construction, Inc. to Raymond J. Fields, Trustee, and filed in the office of the County Clerk of Brazoria County, Texas on November 18, 1979, under Clerk's File No. 34491, Brazoria County, Texas, and
- (b) That certain Vendor's Lien retained in that certain deed from Gulfeo, Inc. to Fish Engineering & Construction, Inc. conveying the property hereinafter referred to, and
- (e) All other liens, mortgages and assignments securing the Subject Note.

The Subject Liens which are hereby released cover and affect the property set forth and described in Exhibit "A." attached hereto and made a part hereof.

EXECUTED the Scap of Association, 1982.

GULPCO, INC.

ATTEST:

Hay Wall &

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By Barnes

DEED

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COUNTY OF BRAZORIA

1 kg (1)

BEFORE ME, the undersigned authority, on this day personally appeared

B. L. Tanner

President

of GULFCO,INC., known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and considerations therein expressed and in the ospecity therein stated.

and the profession of the state
GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 16th day of ____, 1982. November

Brazoria County, Texas

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FILED FOR RECORD

AT /2:02 O'CLOCK D

DEC 3 1982

"A" TIBIHXA

H.R. STÉVENS, JR. CLERK COUNTY COUNT, IMAZORIA CO., TEXAS

Field notes for Tract No. 21, out of the Brazos Coast Investment Company Subdivision No. 8, in the A. Calvit League, Abstract No. 51. Brazoria County, Texas, and being three separate tracts and being all of the said Tract No. 21, and lying North of the Intracoastal Canal and being described as follows:

Beginning at an iron rod in the Northeast line of the said Tract No. 21, which bears South 45 degrees 36 East a distance of 20.0 feet from the original North corner of the said Tract No. 21, and being in the Southeast right-of-way line of County Road No. 756;

Thence South 45 degrees 36 East a distance of 661.0 feet to a point for corner and being on the bank of the Intracoastal Canal;

Thence Southwesterly along the bank of the Intracoastal Canal

with the following meanders:
S. 48 degrees 44' W. a distance of 66.11 feet,
S. 50 degrees 30' W. a distance of 132.60 feet,
S. 42 degrees 40' W. a distance of 65.96 feet to a

point for corner and being in the Southwest line of the said Tract No. 21.

Thence North 45 degrees 36' West along the Southwest line of the said Tract No. 21 a distance of 654.0 feet to an iron rod for corner and being in the Southeast right-of-way line of County Road No. 756:

Thence North 44 degrees 24 East along the Southeast right-of-way line of County Road No. 756 a distance of 263.7 feet to the Place of Beginning and containing 3.974 acres of land, more or less.

adversal of the second of seams here

Tract No. 2:
Tract No. 22, Brazos Coast Investment Company Subdivision, Division No. 8, F. J. Calvit League, Abstract 51, in Brazoria County, Texas, according to the map of plat thereof duly recorded in the office of the County Clerk of Brazoria County, Texas, the same being the same property conveyed to Guifco Marine Maintenance, Inc., from B. L. Tanner by deed dated the 14th day of May, 1970, of record in Volume 1060, Page 535, Deed Records of Brazoria County, Texas, to which reference here is made for all purposes.

Complete Spring Companiety S Tract No. 3:
Tract No. 56, Brazos Coast Investment Company Subdivision No. 8,
F. J. Calvit League, Abstract 51, Brazoria County, Texas, the same being the same property conveyed to Gulfco Marine Maintenance, Inc., from B. G. Sandlin by deed dated the 14th day of May, 1970, of Texas, to which reference is here made for all purposes.

BISIN'S All right, title and interest of Gulfco, Inc. (to the extent such interest is assignable) in and to a certain first right of refusal granted by Chromalloy American Corporation by letter dated March 30. 1979, and covering tracts 23, 24, 25, 26, 27 and 55 in Division 8 of the Brazos Coast Investment Company Subdivision in the F. J. Colvit League, Abstract 51, Brazosia Courty, Texas

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Deed of Trust and Security Agreement

THE STATE OF TEXAS COUNTY OF BRAZOR IA

THE STATE OF THE PROPERTY OF T

	Premible				
	This Deed of Trust and Security Agreement (bereionafter called "Deed of Trust"), executed byFISH_ENGINEERING & CONSTRUCTION 1 8 Texas corporation				
-	inafter called "Grancors", whether one or more and jointly and severally if more than one), the mailing address of Grantors being set forth on the execution.				
	hereof; to Walter B. Hendrick of Harris County, Temas,				
	uster, whose mailing address is P. O. Box 2629, Houston, Texas 77001				
and :	also to any Substitute or Successor Trustee as hereinafter provided (all of whom shall be included within the term "Trustee" as used hereinafter); for the use				
and l	DESIGN OF MEANE HOUSTON, NATIONAL ASSOCIATION				
	e mailing address is P. O. Box 2629, Houston, Texas 77001				
	my subsequent holder of the Secured Obligations hereinafter set forth (all of whom shall be included wahin the term "Beneficiary" as used bereinafter), us iciary, assignee and Secured Party, as more fully hereinafter set forth.				
	WITNESSETH:				
	Article I Secured Obligations				
	This Deed of Trust is executed and delivered by Grantors to secure the payment and performance of certain indebtedness, tiabilities, and obligations and to become owing to or in favor of Beneficiary, as follows:				
(4)	The indebtedness evidenced by that certain promissory note dated				
	Page 54 and a series of the order of				
	Beneficiary in the original principal amount of				
	(5 6,200,000.00)				
in the second	being payable in the amounts, at the interest rate and on the dates stipulated therein, finally manuring <u>on or before March 1, 1985</u> bearing interest on past due amounts as provided therein, and containing provisions for the acceleration of maturity, at the option of the holder thereof, and for the payment of attorney's feet upon the occurrence of contingencies therein set forth;				
	Any and all amounts, liabilities, and obligations for which or for the performance of which Grantors, or any of them, may become indebted or obligated under the terms of this Deed of Trust:				
(c)	c) Any sum or sums constituting other indebtedness (whether now causing or hereafer: arising) of Grantors (or any of them) to Beneficiary which indebtedness may be evidenced in various manners (including, but not limited to, indebtedness evidenced by note, deed of trust, open account, everdraft, surery, guaranty and letter of credit), whether joint or several, direct or indirect, absolute or consingent, due or to become due, primary or secondary, hobsonever evidenced or acquired, it being contemplated that Grantors may bereafter become so indebted to Beneficiary; and				
(d)	Any and all renewals, rearrangements and extensions of the foregoing items of indebtedness and obligations.				
	Each and every item described in Section 1.1 above is intended to be fully secured by the liens, assignments and security interests created under or by of this Deed of Trust; and all such items (now or betterfire existing) are hereinafter collectively called "Secured Obligations".				
	Article II Grant of Morgaged Properties				
ه فده	For the purposes and trusts bereinafter set forth, and for Ten and No/100 Bollars (\$10.00) and other valuable consideration peld to Grantors, the receipt efficiency of which are hereby acknowledged, Grantors have GRANTED, SOLD and CONVEYED and by these presents do GRANT, SELL and CONVEY the Traster, all the following described property, to wit:				
(A)	All those certain tract(s) or percel(s) of land being situated in				
(b)	All improvements upon the real property hereinabove described and hereafter placed thereon, and all fixtures, materials, equipment, apparatus, furniture, furnitures, building materials, tappiles, and other property, real and personal, now or hereafter installed or used thereon or upon the improvement thereon, including, but not limited to, all hering, highing, refrigerating, planning, ventilating, incinerating, water heating, cooling and sir-conditioning equipment, fixtures and apparamances, all engines and machinery, elevators, pumps, motors, window screens, window shades, ventilated hinds, awaises, floor coverings and shrubbery and other chatters and personal property used or furnished in connection with the operation, use and enjoyment of mach real furnished the furnishments thereon, and all renewals, replacements and substitutions therefor and additions thereto, all of which mid property and furnished to be a part of and affined to the above described real property.				
(c)	All rents, revenues, profits, income, damages, awards and proceeds from or attributable to, all or any portion of the rest property hereinabove described, the improvements bereausbove described, and any other property, both real and personal, hereinabove described.				
(4)	All documents, instruments, general intengibles, chartef paper, and accounts, whether now or hermiter existing, arising out of the sale or use of the herminatore described properties, both real and personal, and all generates and succeptible agreements retaining thereto and all security for payment thereof, now or hereafter existing or arising, and all proceeds from any such items enumerated in this charge (d).				
(e)	Each and every right, privilege, hereditament and appurtenance in anywise incident or appertaining to the properties, both rest and personal, described in this Section 2.2.				
Moul	HAVE AND TO HOLD the herrinabove described properties, together with the rights, privileges and appurtenances thereto belonging (all of which roses, rights, privileges and appurtenances are beremafter collectively called "Morranged Properties"), urno the said Trassee and to his substitutes or sorts forever, and Gramors do hereby bind themselves, their heirs, essections and administrators to warroot and forever defend all and singular the paged Properties mate the Trustee, his successors and assignary against every purson whomever levelily claiming or to claim the same, or any part thereof, at only to the specific matters, if any, set forth on Exhibit A attached hereto and made a part hereof for all purposes.				
O MALIGIA Month	Without is any way limiting the above conveyance and the warranty herein contained, Grantons represent themselves to be the owners of all the paged Properties as berenasbove conveyed, and should any ambiguity exist in regard to the description of usid properties, reference may be had to Grantons' ship of properties herein conveyed. Grantons agree that they appear to the properties herein conveyed. Grantons agree that they appear to the bodder of the Secured Obligations execute any further instruments, amendments or supportant desays to more adaptable the desays of the properties herein conveyed.				

2.3 This conveyance, however, is intended as a deed of trust and security agreement and is made upon the following trusts, terms and conditions, to wit: In the event Grantors shall well and truly perform and pay the Secured Obligations (including payment of all principal and all intenst and attorney's fees, if any, owing or to become owing thereon) to the legal holder thereof, when the same shall become due, then this Deed of Trust and all herein command shall be nell and void and shall be released at Grantors' cost and expense, otherwise this Deed of Trust shall continue in full force and effect.

Article III Ambrament of Rest

- 3.1 The mander of resis, revenuels, profits and income as a portion of the convergence of the Managaged Properties havelengther and income as a portion of the convergence of the Managaged Properties havelengther and revenuels. So done as no Event of Default (hereigniker default) exists but not otherwise, Grantons may collect and review the currently accruing notes, revenue, profits and income, but may not collect so excess of one (1) month's sental in advance or two (2) month's result in advance where one much month's result in activated as necessary under the provisions of a written intent or remain agreement. In the event, however, any Event of Default doesn and became on a start of post-start of the fault continues, therespon or at any one thereof, while such or any submagants Event of Default continues, therefore, such post-start of the Mortgaged Properties, or any part theratif, and receive and collect all cents. revenues, profits and income theretofore accrusing therefore any of the Secured Obligations remain constraining or until the foreclosure of the limit become, any part thereof the provision of the limit property under foreclosure, first to the exposure incident to such possession, control and collection and record to the Secured Obligations in such order as the holder thereof start decay start post-start of the limit the default, paying the balance, if any, to Grantons.
- as an erect at the mount increed may each, treatment of section 3.1 above, Grantont specifically agree that thereficiary, Smorficiary's agent or the Treatment and party may are fil, may; use against Grantont or any other persons leaveful or personable means to endorse that therefore, Smorficiary's agent or the Treatment and to meters possession of the Morraginal Properties, or any part thereof; settle or compromise on any settles the liability of any person or persons for any tech senting to meters possession of the Morraginal Properties, or any part thereof; settle or compromise on any settle the liability of any person or persons for any tech senting to the means of the profits or income; institute and proceeded to final conclusion, accions of for foreign early other appropriate actions, in the times of such person or in the name of Grantons; and settle, compromise or abundant my such actions, in furthermore of the foreigning and not by why of kimitagion, Grantons bind themselves to take whatever levelul or peaceful steps Reselfciary may sak them to take for each purpose, including the institution and prosecution of actions of the character above stated; provided, however, Grantons recognise that seider the Treatme, Beneficiary or any person acting on behalf of Reselfciary shall ever be required to collect any such reats or iscome or be liable or chargesble for failure so to do.

Article IV Security Agreement

- 4.1 Without limiting any of the provisions of this instrument. Grantors, as Debtors (referred to in this Article IV as "Debtors," whether one or more), expetisly GRANT onto Beneficiary, as Secured Parry (referred to in this Article IV as "Secured Parry," whether one or more), a security interest in all the Mortgaged Properties (including both those now and those hereafter existing) to the full extent that the Mortgaged Properties may be subject to the Uniform Commercial Code Secured Transactions (Chapter 9, Business and Commerce Code of Texas, as amended) (hereigniful chief "Uniform Commercial Code").
 - 4.2 Debtors covenant and agree with Secured Party that:

•

- (a) In addition to any other remedies granted in this Deed of Trust to Secured Party or the Trustee (sucluding specifically but not limited to the right to proceed against all the Mortgaged Properties in accordance with the rights and remedies in respect of those Mortgaged Properties which are real property pursuant to Section 9.501(d) of the Uniform Commercial Codes, Secured Party thay, should an Event of Default occur, precede under the Uniform Continertoil Code as to all or any part of the personal property (temptible to en interest and financial included in the Mortgaged Properties being referred to in this Article (V as the "Collateral"), and shall have and snay exercise with respect to the Collateral all the rights, remedies and powers of a secured party under the Uniform Conservated Code, including, without limitation, the right and power in self, at one or more public or private subset, or otherwise disposed to Uniform Conservated Code, including, without limitation, the right and power in self, at one or more public or private subset, or otherwise disposed of, lesser or utilize the Collateral and any part or party thereof in any manner authorized or permitted under the Uniform Commercial Code after default by a debtor, and to apply the proceeds thereof toward phythemst of any costs and expresses and aftermed by Secured Party, and toward payment of the Secured Obligations in such order or manner as Secured Party may elect.
- (a) Among the rights of Secured Party upon occurrence of an Event of Default, and without limitation. Secured Party shall have the right to take possession of the Collateral or any part thereof and to mater upon any premises where same may be steamed for such purpose without being descend guilty of trespens and without limitation is being descend, and to take any action desmed necessary or appropriate or desirable by Secured Party, at its option and in its diagration, to repair, refurbish or otherwise prepare the Collateral for sale, lease or other use or disposition as herein authorized.
- (e) To the extent permitted by taw, Debtors expressly waive any notice of sale or other disposition of the Collateral and any other rights or cemedian of a debtor or formalizing prescribed by law relative to sale or disposition of the Collateral or exercise of any other right or remody of Secured Party existing after default hereunder; and to the extent any such notice is required and cannot be waived, Debtors agree that if such notice is malled, postage greepaid, to Debtors at the address shown opposite Debtors' signatures hereisbelow at least five (5) days before the time of the sale or disposition such notice shall be decided reasonable and shall fully satisfy any requirement for giving of said notice.
- (4) Upon occurrence of an Event of Default or upon the occurrence of any event or condition which after either or both the passage of time and the giving of action would constitute an Event of Default. Secured Party is bereby granted the express right, at its option, to transfer to itself or to its nomines the Collateral, or any part thereof, to notify any obligar or account debtor in the case of any Collateral to make payment directly to Secured Party, and to receive the moneys, income, proceeds or benefits stribusable or accruing thereto and to hold the same as security for the Secured Obligations or to apply the same on the principal and interest or other amounts owing on any of the Secured Obligations, whether or not them dust, in such order or manner as Secured Party may elect. With respect to the Collateral, Debtors, for themselves, their being and assigns, hereby expressly and specifically waive all rights to a marshalfing of the assets of Debtors, including the Collateral, or to a sale in inverse order of alienation.

And the second contract of the second contract of the second of the seco

- (e) All recitals in any instrument of assignment or any other instrument executed by Secured Party or by the Trustee incident to sale, transfer, assignment, least or other disposition or willication of the Collestral or any part thereof hereunder shall be full proof of the matters gased therein, so other proof shall be requisite to enablish full legal propriety of the sale or other action or of any fact, condition or thing incident thereto, and all premutisles of such sale or other action and of any fact, condition or thing incident thereto thall be presumed conclusively to have been performed or to have occurred.
- (f) Secured Party may require Debtors to assemble the Collateral and make it available to Secured Party at a place to be designated by Secured Party that is reasonably convenient to both parties. Debtors shall be fully liable for all expenses of retaking, holding, preparing for sale, same or other use or disposing, lensing, lensing or otherwise using or disposing of the Collateral which are incurred or party paid by Secured Party as authorized or paramitted bereunder, including also all attorney's fees, legal expenses and costs, all of which expenses and costs shall constitute a part of the Secured Obligations.
- (g) Certain of the Collateral is or will become "fixtures" (as that term is defined in the Uniform Commercial Code) on the real estate hardsnabove described and this Deed of Trust upon being filed for record in the real estate records shall operate also as a financing statement upon such of the Collateral which is or may become fixtures. The Debtor has an interest of record in the real estate.
- (h) Any copy of this Deed of Trust which is signed by Debtors or any carbon, photographic or other reproduction of this Deed of Trust may also serve as a financing statement under the Uniform Commercial Code by Debtors, whose address is set opposite their respective signatures hereinbelow, in favor of Secured Party, whose address is set out hertinabove.
- 6) So long as any Secured Obligations remain outstanding, unless the prior written specific consent and approval of Secured Party shall have first been obtained, Deboys will not execute and there will not be filed in any public office any financing statement or statements affecting the Collaboral other than financing statements in fever of Secured Party hereunder.
- 4.3 Debtors warrant and represent to Secured Party that, except for the security interest granted hereby in the Collateral, Debtors are the owners and holders of the Collateral, free of any adverse cisins, security interest or excembrance, and Debtors agree to defend the Collateral against all claims and demands of any person at any time claiming the range or any interest therein. Debtors further warrant and represent that they have not heretofore signed any financing statements and that no financing statements are und correct copies of which have been delivered to Secured Party.

Article V Certain Covernment and Warranties of Grassors

- 3.1 As further essentaces with regard to the Secured Obligations, Grantots beteby covenant, warrant and agree in favor of Beneficiary, as follows:
- (a) Crustors bereby agree and bind themselves to perform and pay the Secured Obligations and every installment of principal and interest thereof, promptly as the same becomes due or payable.
- (b) Grantors covenant and agree to pay all taxes and assessments of every kind or character charged, levied or assessed against the Mortgaged Properties or any part thereof, before any such taxes or assessments become delinquent; to pay all water, gas, sewer, electricity and other utility rates and charges with regard to the Mortgaged Properties; to pay all teachtamation fees or charges of any owners' association or like group assessed with respect to the Mortgaged Properties; and to pay any ground rema or charges for any statement, isomet or agreement estima for the benefit of the Mortgaged Properties, to pay any distinct, contains or penalties with respect to the foregoing items; and, upon request of Beneficiary, to furnish to Beneficiary evidence of the timely payment of such items.
- penaltici with respect to the foregoing items; and, upon request of Beneficiary, to furnish to Beneficiary evidence of the timely payment of such items.

 (c) Grantors covenant and agree to insure and keep insured the insurable portion of all insprovements constituting a part of the Mortgaged Properties against tem by fire, explomen, wind storm and such other humands as may be required by Beneficiary, in an amount not less than the granter of (i) eighty percent (80%) of the full insurance was under the insurance temp by penalticiary (to the extent such insurance may be produced). Grantors further agree to maintain such other insurance upon and selating to the Mortgaged Properties, including, but not kenized to, insurance against personal injury and denalt, loss by flood, and business insurance insurance covering less of rentals, all as may be required by Beneficiary from time to time. Each insurance policy shall be issued by an insurance command or companies approved by Beneficiary, and Grantors shall feliver such policies of insurance, together with all renewals thereof, promptly as insurance, to Beneficiary and paid in full. Each insurance opticy shall provide by way of endorsements, risters or otherwise that proceeds will be payable to Beneficiary as in insering may appear; that coverage until the Sourced Obligations are interior may appear; that coverage which is not be obligated to, make premium payments to preven any cancellation, endorsement, alternation or conditions in such policy; that such pays prior to the expected or effect or change in coverage until the change in coverage until the next of change in coverage until the next of coverage until the next of the payment and payments or prevent any cancellation, endorsement, alternation or restingments will be accepted by the insurer. Each reserved

- (d) Grantom covenant and agree to busp and maintain the improvements now or at any time hereafter constituting a portion of the Moranged Properties in a state of good repair and condition; to make all repairs, replacements, reconstructions and restorations sectionary to keep such improvements in such condition; and without the prior written content of Beneficiary not to rear down or remove or persua so be toru down or removed any such improvements now existing or hereafter erected.
- (e) Grammers coverage and agree that should it be discovered after the execution and delivery hereof there is a lien or encumbrance of any nature whatmover upon the Mortgaged Properties or any part thereof, equal or superior in mak to the lien of this Deed of Trist, or in case of an error or defect herein, or the execution or acknowledgment hereof, or if a homestand claim is made against the Mortgaged Properties, or any part thereof, adverse to this Deed of Trist, Grammers shall, upon demand from Scheficiary, contact such defects in such title, or remove said liens or encumbrances or homestead claims, or correct such error or defect in this instrument or its execution, or any acknowledgment hereof.
- (f) Grantors covenant and agree that, after any sale under this Deed of Trust, they, or their heirs or assigns, shall be more tenants at sufferance of the purchaser of property, at said sale, and that such purchaser shall be entitled to ignoscious thereof, and that if Grantors fail to various such property instructionary, such purchaser may and shall have the right to go into any justice court having vanue, or in any other court hereafter having jurisdiction of forcible detainer actions, and file an action in forcible detainer, which action shall he against Grantors or their heirs or assigns as tenants at sufferance.
- (a) Grantots represent and covenant that no part of the Mortgaged Properties forms any part of the property owned, used or claimed by Grantots as a residence or business homestead and that none of the Mortgaged Properties is exempt from forced sale under the taws of the State of Texas, which exemptions Grantors hereby irrevocably disclaim and renounce.
- (b) Crantors expressly agree that Beneficiary shall be fully subrogated to the rights of all holders of any wendor's liens or other liens whose indebtaniness is paid in whole or in part with the proceeds of the Secured Obligations. To the extent that the Secured Obligations represent funds advanced for the acquisition of any of the Mortgaged Properties. Grantors acknowledge and agree that Beneficiary is entitled to a wendor's lien securing the payment of said indebtaness, and Grantors further specifically covenant, stipulate and agree that foreclosure under the power of sale contained in this Deed of Trust shall operate to fully foreclose such wendor's lien.

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- (i) Grantors covenant and agree that Beneficiary may, at its sole option, elect to treat (i) Grantors,' sale, transfer, or conveyance of the Mortgaged Properties or any interest therein, or (ii) "change in control" (hereinafter defined) of Grantors, or any of them, as an Event of Definit and therespon may avoide any remedies permitted by this Dead of Treat. Without havings the foreeping option, which option may be currented by Beneficiary at its sole discretion, Beneficiary may (if it so decis) consent to any proposed tale, transfer, conveyance or change in control and tway require as a condition so such contents, evidence satisfactory to Beneficiary of the creditworthiness and management ability of any proposed transferee and further that such transfer or ensured incident to any such sale. Transfer, conveyance or change in control a written appropriate to any such sale and containing much tenus as Beneficiary may require, including, without limitation, an increase in the rate of interest payable upon the Secured Obligations. The term "change in control" within the meaning of this paragraph 5.1(i) shall mean with respect to any of Grantors which is a corporation, the transfer of the right of exercise, directly or indirectly, of more than fifty percent (50%) of the voting rights attributable to all the tharest of such Grantor's civilial stock, and with respect to any of Grantors which is a partnership, joint venues or trust, the transfer of ownership of that percentage of partnership interests, joint venues merents or beneficial interests of the trust, as the case may be, which would allow the bolder thereof to direct the management or policies of such Grantor. The consent of any officenters of any of the terms of this paragraph 5.1(i) with regard to any other or future sale, transfer, conveyance, encumbrance or change in control (including the such event eccurring incident to foredowner of any officently which consent has been given parent to paragraph 5.1(i) below), and so consent shall be binding unless set f
- (i) Grantors coverant and agree that Beneficiary may, at its sole option, elect to treat Grantors' mortgage, pledge, hypothecation or encumbrance (harmin collectively referred to as "Pledge"), whether or not expressly subordinate to the lien of this Dead of Trust, of the Mortgaged Properties or any interest therein, as an Event of Default and thereupon may invoke any remedies permitted by this instrument. Without limiting the foregoing option, which option may be exercised by Beneficiary at its sole discretion, Beneficiary may (if it to their) consent to may proposed Pledge and may require as a condition to lis consent, densited information with respect to such Pledge and further that the holder of such Pledge shall have extensed a written subordination agraement in form and containing such terms as Beneficiary may require, including, without limitation, an express subordination of such Pledge and any indebtedness secured Obligations, assignments and security interest of this Dead of Trust and to the parameter of Secured Obligations. The consent to any proposed Pledge shall not be deemed a consent or waiver of any of the terms of this paragraph 5.8(j) with regard to any other or future Pledge, and no consent shall be hinding unless set forth in writing and signed by Beneficiary.
- (k) Grancers will not permit removal of any item of personal property or fixtures constituting a portion of the Mortgaged Properties unless, simultaneously therewith, such item is replaced by a like item of equal or greater value and in good working condition with the liest and security interest of this Deal of Trust to attach to such replacement item free from any other liest, security interest, conditional sale, title resention, lesse or other encumbrance.
- (I) Crantors will give Beneficiary prompt notice of any casualty loss, threat of condemnation, condemnation or taking, affecting all or any portion of the Mortgaged Properties.
- (m) In the event the Secured Obligations shall become due and payable by virtue of an Event of Default, Gramors agree that any tender of payment of the Secured Obligations prior to a foreclosure sale shall, at the option of Beneficiary, be deemed a voluntary prepayment by Grantors requiring the payment of any prepayment penalty or premium required under the terms of the Secured Obligations to the full extent that such payment, when added to all other amounts then and theretofore paid and which constitute interest, would not exceed the maximum law full interest permatted to be charged of Grantors.

Article VI

- 6.1 In order to create a fund to provide for the payment of taxes, assessments and insurance on the Mortgaged Properties, Grantors agree that they will pay to Baneficiary or to such other party at Baneficiary may designate, as a depository, or any successor depository hereafter named, on the first day of each month beraufter until the Secured Obligations are discharged in full, the following same: An insuallment of the premiums to be due upon the Mortgaged Properties, and an installment of the premiums that will become due and payable to renew the insualment on the Mortgaged Properties against loss by fire or other hagands at herein discrebers set forth. These insualments shall be equal, respectively, to the estimated premiums for such insualment, and taxes and assessments that the last set insualments and taxes and assessments become delimquent. The depository shall hold the afoverable installments and not at treates or agant for Crustotte. Grantors agree that such installments so paid may be held by the depository without interest, and thus such installments the depository shall be in the nature of a debt of the depository. Such installments when the depository of such installments reported by the depository of such installments report to such installments the fully satisfied upon payment (to look only to such depository of or the application of such installments made by Grantors gurnalment to provisions of this paragraph shall exceed the amount required for a particular manurity of taxes, assessments or insurance premiums, as the case may be, the escots that payable that of payable to the depository of the same nature to be made by Grantors, the finallments made by Grantors pursuant to provisions of this paragraph shall not be sufficient to pay taxes, assessments and insurance premiums, as the case may be, the escots that taxes, assessments and insurance premiums shall be come the sufficient to pay taxes, assessments and insurance premiums shall be contracted by the depository and an or payment of the same a
- 6.3 If the premiums for the insurance upon the Mongaged Properties are financed under a separate installment note plan, the installments to be paid under Section 6.1 shall further include appropriate amounts to defray interest to accrue upon such note plan and the depository shall be entitled to pay out of such funds such such canonic of interest as same accrues and becomes psyable. Grantors agree to furnish promptly to the depository true copies of all installment notes for such financing of insurance grantoms when executed.
- 6.3 No depository acting hereunder shall be liable in any way or under any theory in the event payments under this Article VI are waived or abased by consent of Beneficiary. The unexpended portion of payments made accounter shall be established only by written certification from the depository.

Article VII

- 7.1 Should any of the following events or conditions occur, the same shall constitute an event of default mader this Deed of Trust (herein called "Event of Default"):
- (a) Gransors shall fail or refuse to pay all or any portion of the Secured Obligations when due.
- (b) Grantors shall fail to perform or to fulfill in a timely manner any of the Secured Obligations, including specifically, but not limited to the covenants and obligations of Grantors contained in this Deed of Trust.
- (c) Any warranty or representation of Grantors set forth in this Deed of Trust shall prove untrue in any material respect.
- (d) Grantors, or any of them, shall become insolvent, be the subject of an order for relief, or a custodian, receiver, or other such officer of their property be appointed, or should any liquidation, reorganization, arrangement or other processing under any bankruptcy law or other law for the relief of debtors be requested by or instituted against Grantors or any of them.
- (e) There shall occur any levy or execution of any attachment, execution or other process seasost any of the Mortgaged Properties, unless timely and completely stayed by appropriate proceedings.

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7.2 Upon the occurrence of an Event of Default, so long as such default remains uncursed Beneficiary shall have the option and state to take any one or short of the following actions: (i) without demand, presentatent, notice of insent to accelerate, notice of acceleration, or other stotice or demand, all of which are expressly waived by Crautors, declare the Secured Obligations immediately due and poyable, (ii) present to and/ore the lists of this Dent of Trust, and (lik) pursue any and all other remedies available to Beneficiary whether set forth bermin or otherwise available at law or in equity.

- 7.3 Each of the rights and remedies set forth in this Deed of Trust or available at law or in equity shall be varied with concentrate, that he pursued jointly for severally against Grantors or any of the Mortgaged Properties, and shall be non-exclusive. The election to pursue any such right or remedy shall not be desired a waiver, then or thereafter, to pursue any other such right or remedy.
- 7.4 The acceptance of payment of any portion of the Secured Obligations after its dur date or after the giving of autice of an Event of Default and of election to acceptance the maturity of the Secured Obligations shall not waite any right of Reneficiary to require prompt payment when due of all other same commitments. Secured Obligations or to declare an Event of Default for failure to pay the emire ampaid balance of the Secured Obligations, or any right of Secured Obligations, or any right of Secured Obligations. Waiver of a right granted to Senseficiary as to one transaction or occurrence shall not be deemed a waiver of such right as to any subsequent transaction or occurrence.

Article VIII Certain Respodicy: Power of Sale

- 8.1 In the event that Grantors fail or refuse to pay any tants or assessments upon the Moragaged Properties before the same become detinquent, fail to take out or procure or maintain such insurance as is required by this Deed of Trust, or fail to perform any other coverage or so pay any other obligation of Grantors are forth in this Deed of Trust or set forth in any other agreement or instrument evidencing or sacaring the Secured Obligations, then is may much case Buneficiary, at its option and without any obligation to do so, may pay any such taxes or assessments printing the Secured Obligations, then is may much case Buneficiary, at its options and without any obligation to do so, may pay any such taxes or assessments printing the Secured Obligations, that bear inserted the fact of payable upon depende, that become a part of the Secured Obligations, shall bear inserted from the date such payments are advanced until the repayment charged at the greatest of eighteen percent (18%) per straum of the highest acquisitious rate of inserted set from in the tourismous evidencing the Secured Obligations, and shall be fully accounted by the Seas, assignments and security inserted of this Deed of Trust. Any amounts so paid, as well as the time of payment thereof, shall be deemed fully accounted by the Seas, assignments and security inserted of the Trustee or Beneficiary. Grantors agree that the payment of such taxes or assessments, the procuring and maintancing of moli insurance, or the tendering of any such performance or payment by Beneficiary shall not prevent Beneficiary from declaring the Secured Obligations to be due and payable under the provisions hereof by reason of such Event of Default and pursuing any other remedies available to the insurance of the thought and the maintain the security insurance.
- 8.2 Upon failure to perform or to pay the Secured Obligations, or any part thereof, when the same shall become due, is whatever way the manual may be brought about, it shall thereupon, or at any time thereof(er while any part of the Secured Obligations remain andischarged, be the duty of the Trustee, or his successors, as hersion/ter provided, at the request of Beneficiary (which request shall be presumed), to enforce this trust and to sell the Morrgaged Properties, as no entirely or in parcels, by one sale or by several sales, held at one time or at different times. All as the Trustee acting may elect, each sale to be held at the door of the county courth-vase in any chunky in which a part of the real property to be old is simulated and to be made on the first Trustee month between the hours of 10 o'clock a.m. and 4 o'clock p.m. so the highest bidder for cash as public vendue, after the Trustee (or a person or persons selected by the Trustee) and Boreficiary shall have given toxices of the proposed sale in the manner hereinafter set forth, and et make due consequence to the purchaser or purchasers bidding apon Granters and their heirs, executors, administrators and successors. Genators, for themselves, their beirs and assigns, hereby expressly and specifically waive all rights to a marshaling of the axies of Genators, including the Morrgaged Properties, or to a sale in inverse order of alienation.
- 8.3 The Trustee (or a person or persons selected by the Trustee) shall give notice of each such proposed sale by posting written notice of the time, place and terms of sale at the courthouse door, and by filing a copy of such written notice in the office of the county clark, of the county is which the sale is to be made for at least reveaty-one (21) consecutive days preceding the clase of the mie. Where real properties to be sold are sinusted in more than one county, one action shall be posted at the county where such real properties will be sold, which may be my county in which a part of the real properties is it is instead. In addition to the foregoing notice or notices to be posted and filed by the Trustee (or a person or persons selected by the Trustee). Besteliciarly shall, at least twenty-one (21) days preceding the date of sale, serve or cause to be served written notice of the proposed sale by critical date on each debtor obligated to pay such indebtardness according to the records of such holder. The service of such notice shall be completed shall be completed that on each such debtor at the most retain address (which shall be within the United States of America) as shown by the records of Such notice shall be completed shall be completed within the facts to the effect that such service was completed shall be proposed as posted by the Trustee). Besteliciarly, in a post office or official depository under the care and considered (which shall be within the United States of America as shown by the records of Besteliciarly, in a post office or official depository under the care and considered condustries to the effect that such service was completed shall be preceded of the fact of service. In this respect and so the full extent they may legally do so. Grantors also empressly coverant, stipulate and agree that: (i) the address of Grantors set out opposite Grantors' signature because shall be deemed and considered conclusively to be and certain a shown by the records of Besteliciary, provided such address w

- 8.4 The provisions of Section 8.3 with respect to posting, serving, filing and giving notices of sale are intended to comply with the provisions of Section 31.002 of the Property Code of the State of Texas and the Act of June 19, 1963, ch. 915, 1963 Tex. Sers. Law Serv. 5056 (Vermon), effective as of January 1, 1964 (in this Section 8.4 such Section 31.002 and such Act of June 19, 1963, being called the "Subject Statutes"). In the event the requirement for any notice, or the posting, serving, filing or giving thereof, under the Subject Statutes shall be eliminate; or the prescribed manner of posting, serving, filing or giving any notice hereunder modified in, this instrument in conforming with such amendment. The manner herein prescribed for posting, serving, filing or giving any notice, other than that to be posted and filed or caused to be posted and filed by the Trustee, shall not be deemed exclusive but such notice or notices may be pound, servid. filed or given is any other manner which may be permitted by applicable law. Further, in relation to this Deed of Trust and the exercise of any power of sale by the Trustee hereundes. If either the Subject Statutes shall be amended on modified to require any other notice or the posting, filing, serving or giving thereof, the Trustee or the present selected by him is hereby authorized and empowered by Crantors to give such notice or make such posting, filing, serving or giving thereof, provided, however, Grantors waive such other notices or the posting, filing, serving or giving thereof; provided, however, Grantors waive such other notices or the posting, filing, serving or giving thereof; provided, however, Grantors waive
- 8.5 At any sale conducted under this instrument, credit upon all or any part of the Secured Obligations shall be deemed cash paid for the purpose of Section 8.3; and the holder of all or any part of the Secured Obligations may purchase at any such sale. With the proceeds arising from such sale or sales, the Trustee shall first pay all expenses of advertising, sale and conveyance, including a reasonable commission (not to exceed five percent (5%) of the gross proceeds of such sale or sales) to the Trustee acting, and shall next apply such proceeds toward the discharge and payment of the Secured Obligations (including principal, interest and attorney's fees, if any), and the remaining balance, if any, shall be paid to Grantors, their heirs and assigns.
- 8.6 Without limiting any of the powers or remedies provided elsewhere. Grantors agree that in the event the Secured Obligations are puyable in installments or include, at vary time, items of custured as well as summatured indeptedness, the holder of the matured installments or items of indubtedness, as the case may be, abult to have the Mortgaged Propersian sold, subject to the part of the Secured Obligations which is unmatured at the time the Trustee is sequested to make such sale. At Trustee's sale to satisfy the lies and security interest foreoff securing the their matured portion of said indebtedness and the Trustee is expressly authorized and empowered to conduct such sale which is called in this Section 8.6 "Inquiliment Foredowne." Any insuliment Foredowne which is called in this Section 8.6 shall not affect the liess, assignments and security interest of this Deed of Trust existing to secure that portion of the Secured Obligations to which the sale is to be made subject. No installment Foredownes nor is anywher liests the powers of anis provided elsewhere in this Deed of Trust eventing to restain Foredownes nor is anywher liests the powers of anis provided elsewhere in this Deed of Trust relating to manner of conducting Trustee's sales, including the posting, filing and giving of motical thereof, shall also apply to any installment Foredowne and the same presumptions shall be applicable to any Trustee's deed or recital therm contained in connection with an installment Foredowne and to any other affidavit as hereinshove provided.
- 8.7 In the case of the absence of the Trustee from the State, or of his death, inability, refusal or failure to set, or in the went the holder or holders of not less than a majority in canoum of the Secured Obligations, should elect at any time (with or without cause) to remove the Trustee then setting, a successor or substitute may be named, construined and appointed by the holder or holders of not less than a majority of the amount of the Secured Obligations, without further formality than an appointment and designation in writing, which appointment and designation shall be full evidence of the right and sutherity to make the same and of all facts therein recited; and this conveyance shall vest in the Successor or Substitute Trustee the ride; powers and during conferred on the Trustee samed herein and the conveyance by the Successor or Substitute Trustee to the purchaser at any sale made pursuant hereto shall be valid and effective as fully so hereimabove provided in the case of a conveyance by the Trustee to the purchaser, store shall exist as often as and whenever the Trustee, original, successor or substitute, cannot or will not act or has been removed. Gentrors specifically coverant and stipulate that; the reckalls in the conveyance made to the purchaser, sither by the Trustee or any Successor or Substitutes Trustee; and other proof shall be requisited of the request of the request of the request of the request of the regulate that; the reckalls in the conveyance made to the purchaser, sither by the Trustee or any Successor or or an any Successor or Substitute Trustee, to other proof shall be requisited of the Trustee or on any Successor or Substitute Trustee, or of the date, timely and proper posting, filing and giving of ill notices and making of the sale, or any particulars thereof, or of the maters therein provided, either as to the legality of the sale, or only the comingancies which brought about the Institute or any Successor or Substitute Trustee, or of the date, the case may be all perfequisities

II.1 The right of sale hereunder shall not be exhausted by one or any sale, but so long as any or the Secured Obligations remain undischarged, the Trustee of Successor or Substitute Trustee may make other and successive sales until all the Mortgaged Properties shall be legally sold.

Article IX Condemunton and Casualty Loss

- 9.1 If the Morrgaged Properties, or any part thereof, shall be condemned or taken for public use under the nower of eminent domain. Beneficiary shall have the right to demaid all awards and damages for such taking of or intury to the Morrgaged Properties be paid to demaid; To the extent such moneys are received by Beneficiary. Beneficiary may apply the same or so much thereof as it necessary, less the reasonable expense or collecting such funds, as a cream upon the Secured Obligations, whether or not then maintred.
- 9.2 Should the Mortgaged Properties be wholly or partially destined or damaged by fire, explosion, windstorm or other insured casualty. Beneficiary shall have the right to collect, sective and receipt for, in the name of Gransors or otherwise, any and all moneys that may become payable or collectable upon any policy of insurance by reason of such damage to or destruction of the Mortgaged Properties. To the extent such moneys are necessed by Beneficiary, Beneficiary may apply the same or so much thereof as is necessary, less the reasonable expense of collecting such funds, as a credit upon the Secured Obligations, whether or not then majured.
- 9.3 In the event that Beneficiary shall have received the proceeds of condemnatum or assured casualty pursuant to the terras of Sections 9.1 or 9.2 above, Beneficiary may, at its sole option, hold such proceeds fact of costs of collections, without interest, to be disbursed to Crantors incident to the rebuilding and restoration of that portion of the Mortgaged Properties from which such proceeds were derived. Grantors agree to proceed promptly with such rebuilding and restoration of the Mortgaged Properties to as near their condition prior to such event, as may be practicable, to provide to Beneficiary assurances that all funds required in addition to such proceeds are available to Grantors, to present paid invokes for all labor and materials as the work of such rebuilding and restoration propresses, and to suffer so leen against the Mortgaged Properties includes: to such rebuilding and construction.

Article X Miscelloncous

- 10.1 In the event any item, term or provision contained in this Deed of Trust is in conflict, or may be held hereafter to be in conflict, with any applicable faws, this Deed of Trust shall be affected only as to its application to such nem, term or provision, and shall us all respects remain in full force and effect.
- 10.2 All article and section titles or captions contained in this Deed of Trust or in any schedule or exhibit hereto are for convenience only and shall not be deemed a part of this Deed of Trust and shall not affect the meaning or interpretation of this Deed of Trust.
- 10.3 Grantors and Beneficiary specifically intend and agree to limit contractually the amount of interest payable under this Deed of Trust, the Secured Obligations and all other instruments and agreements related hereto and thereto to the maximum amount of mierest iswidity permitted to be charged under applicable law. Therefore, none of the terms of this Deed of Trust, the Secured Obligations or any instruments pertaining to or relating to this Deed of Trust or the Secured Obligations shall ever be construed to create a contract to pay interest at a rate in excess of the maximum rate permitted to be charged under applicable law, and neither Grantors nor any other party tuble or to become liable hereunder, under the Secured Obligations or under any other instruments and agreements related hereto and thereto shall ever be liable for interest in excess of the amount disturbed maximum rate, and the provisions of this Deed of Trust, the Secured Obligations or of any other instrument rate, and the provisions of this paragraph shall control over all other provisions of this Deed of Trust, the Secured Obligations or of any other instrument rate, and the provisions of this paragraph shall control over all other provisions of this Deed of Trust, the Secured Obligations or of any other instrument permitting to an relating to the transactions berein contemplated. If any amount of interest taken or received by Beneficiary incident to such transactions, then such excess shall be deemed to have been otherestly the paragraph which the state of the secured of the Secured Obligations. "Applicable law, he amounts paid or agreed to be paid in connection with such transactions which would under applicable law be deemed "interest" shall to the extent permitted by such applicable law, he amortized, provided, allocated and spread throughout the street term of the Secured Obligations. "Applicable law" as used in this paragraph means that law in effect from time to have which lawfully permits the charging and collection of the highest p

10.4 Grantors agree that no other security, now existing or hereafter taken, for the Secured Obligations shall be impaired or affected in any manner by the execution hereof: no security subsequently taken by any hotier of the Secured Obligations shall impair or affect in any manner the security by intrinsement; all security for the payment of the Secured Obligations shall be taken, considered and held as cumulative; and the taking of additional security shall at so time release of impair any security by endorsement or otherwise previously given. Controls further agree that any part of the security herein described may be released without it answers altering, varying or diminishing the force, effect or less of this Deed of Trust, or of any renewal or extension of said icea, and that this Deed of Trust shall continue as a first lein, assignment and security interest on all the Mortgaged Properties not expressly released, until all Secured Obligations are fully discharged and paid.

- 10.5 The filing of a suit to foreclose any lien, assignment or security interest under this Deed of Trust either on any matured portions of the Secured Obligations shall never be considered an election so as to preclude foreclosure under any power of sale herein continued after dismissal of the suit.
- 10.6 When this instrument is executed by only one person the word "Grantors" shall be construed as if written "Grantor" and all pronouns and verbs in their number shall be changed to correspond, and when executed by a corporation the applicable words "heers, executors, administrators and assigns" shall be constructed as "successors, assigns and legal representatives", Whenever the content requires, the genter of words used herein shall include the masculine, feminine and number of words used herein shall include the singular and the plantal.

IN WITNESS WHEREOF, Gramon have executed this in	astrument this 20th day of February 1985 A.D.
ADDRESSES OF GRANTORS:	FISH ENGINEERING & CONSTRUCTION, INC.
1990 S. Post Osk Road	By Donal Chark
Houston, Texas 77056	Name Donald F. Prinster
	U.S.A. Title Vice President and Treasurer
THE STATE OF TEXAS I	t
COUNTY OF Harris	
This whiteument was acknowledged before me on 20 F and Treasurer of FISH ENC	ebruary 100 5 by Donald F. Prinster, Vice President
behalf of said corporation.	CINEERING & CONSTRUCTION, INC., a Texas corporation, on
A STATE OF THE STA	Cierca Proce (Ketton
	Credia Moore Yelton
My commission equires:	Notary Public in and for the State of Tayas
0/1780	

EXHIBIT A

All those certain tracts or parcels of land situated in Brazoria County, Texas and being more particularly described as follows:

- 1. Tract No. 23 of Brazos Cosat Investment Company Subdivision No. 8, F. J. Calvit League, Abstract 51, Brazoria County, Texas, according to the map or plat thereof duly of record in Volume 2, Page 141 et seq. of the Plat Records of Brazoria County, Texas, to which reference is here made for all appropriate purposes.
- 2. Tract No. 21 out of the Brazos Coast Investment Company Subdivision No. 5, in the A. Calvit League, Abstract No. 51, Brazoria County, Texas, and being three separate tracts and being all of the said Tract No. 21, and lying North of the Intracoastal Caual and being described as follows:

Beginning at an iron rod in the Northeast line of the said Tract No. 21, which bears South 45 degrees 36' East a distance of 20.0 feet from the original North corner of the said Tract No. 21, and being in the Southeast right-of-way line of County Road No. 756;

Thence South 45 degrees 36' East a distance of 661.0 feet to a point for corner and being on the bank of the Intracoastal Canal;

Thence Southwesterly along the bank of the Intracoastal Canal with the following meanders:

- S. 48 degrees 44' W. a distance of 66.11 feet,
- S. 50 degrees 30' W. a distance of 132,60 feet,
- S. 42 degrees 40' W. a distance of 65.96 feet to a point for corner and being in the Southwest line of the said Tract No. 21;

Thence North 45 degrees 36' West along the Southwest line of the said Tract No. 21 a distance of 654.0 feet to an iron rod for corner and being in the Southeast right-of-way line of County Road No. 756;

Thence North 44 degrees 24' East along the Southeast right-of-way line of County Road No. 756 a distance of 263.7 feet to the Place of Beginning and containing 3.974 acres of land, more or less.

- 3. Tract No. 72, Brazos Coast Investment Company Subdivision, Division No. 8, F. J. Calvit League, Abstract 51, in Brazoria County, Texas, according to the map or plat thereof duly recorded in the office of the County Clerk of Brazoria County, Texas, the same being the name property conveyed to Gulfco Marine Maintenance, Inc., from B. L. Tanner by deed dated the 14th day of May, 1970, of record in Volume 1060, Page 535, Deed Records of Brazoria County, Texas, to which reference here is made for all purposes.
- 4. Tract No. 56, Brazos Coast Investment Company Subidivision No. 8, F. J. Calvit League, Abstract 51, Brazoria County, Texas, the same being the same property conveyed to Guifco Marine Maintenance, Inc., from B. G. Sandlin by deed dated the 14th day of May, 1970, of record in Volume 1060, Page 537, Deed Records of Brazoria County, Texas, to which reference is here made for all purposes.
- 5. THE SURFACE AND SURFACE OWLY of Tract 24, Brazos Coast Investment Company Subdivision No. 8, F. J. Calvit League, Abstract 51, Brazoria County, Texas, according to the map or plat thereof duly recorded in Volume 2, Page 141 et seq., Plat Recorde, Brazoria County, Texas.
- 6. THE SURFACE AND SURFACE ONLY of Tract 25, Brazos Coast Investment Company Subdivision No. 8, F. J. Calvit League, Abstract 51, Brazoria County, Texas, according to the map or plat thereof duly recorded in Volume 2, Page 141 et seq., Plat Records, Brazoria County, Texas.
- 7. Tract 55, Brazos Coast Investment Company Subdivision No. 8., F. J. Calvit League, Abstract 51, Brazoria County, Texas, according to the map or plat thereof duly recorded in Volume 2, Page 141 et seq., Plat Records, Brazoria County, Taxas.
- 8. Tract 57 out of Division 8 of the B.C.I.C. Subdivision, F. J. Calvit League, Abstract 51, Brazoria County, Texas, according to the map or plat thereof recorded in Volume 2, Page 143 of the Plat Records of Brazoria County, Texas.
- 9. Tract 58, of the Brazos Coast Investment Company Subdivision No. 8, in the F. J. Calvit League, Abstract No. 51, Brazoria County, Texas, according to the map or plat thereof recorded in Volume 2, Page 143 and 144 of the Plat Records of Brazoria County, Texas.

Filed For Record at 12 o'clock M. A. 21 19 65 Dolly Briley Clerk County Court, Brigania County. Teras - By Jo. 25 July Brigania County.

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SOLE INDEPENDENT EXECUTOR'S DEED TO FEE LAND

Estate of Sam E. Dunnam - J.W. Stone, Grantor - Net 0.625 Acres

THE STATE OF TEXAS \$

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF BRAZORIA S

THAT WHEREAS, by that certain deed dated December 7, 1938, J.W. Stone, as Grantor, GRANTED, SOLD and CONVEYED unto H. Merlyn Christie and Sam B. Dunnam (being the same person know as "Sto R. Dunnam" and "Samuel Ellis Dunnam, Jr." and hereinafter referred to as "Sam B. Dunnam"), as Grantees, an undivided one-fourth (1/4) interest in the following described property in Brazoria County, Texas, to-wit:

Five acres of land known as Tract #21 in Subdivision #8 of the Brazos Coast Investment Co. Subdivision of the F.J. Calvit Survey, A-51, Brazoria County, Texas (less 1/256th non-participating royalty interest).

Being the same land described in Deed from Carlos Bee et al. to Thos. J. Jones dated August 31, 1909, and recorded in Vol. 93, Page 552, of the Deed Records of Brazoria County, Texas, and being the same interest acquired in Deed from J.W. Stone to H. Merlyn Christie and S.E. Dunnam, Jr., dated December 7, 1938, and recorded in Vol. 313, Page 437 of the Deed Records of Brazoria County, Texas;

WHEREAS, at the time Sam E. Dunnam acquired an undivided one-eighth (1/8) in and to the above-described property, he was married to and living with his first, wife, Virginia Illig Dunnam, and that such ψ -mineral interest in and under the above described property belonged to and constituted part of the community estate belonging to Sam E. Dunnam and Virginia Illig Dunnam;

WHEREAS, Virginia Illiq Dunnam died testate having her residence and fixed place of domicile in Houston, Harris County, Texas, on September 27, 1961; that the Last Will of Virginia Illiq Dunnam was duly admitted to probate in Harris County, Texas, on November 8, 1961, under Probate Docket No. 74-817 by Order of the Harris County, Texas, Probate Court; that under Paragraph 6. of the Last Will of Virginia Illiq Dunnam, she appointed her husband, Samuel E. Dunnam, Jr. (being the same person as Sam B. Dunnam), Independent Exacutor under her will and of her estate and Truster of all trusts created or continued therein, including but not limited to, The Virginia Illiq Dunnam Fafate Trust, which was the legatee of all real property interests cound by Virginia Illiq Dunnam in the State of Texas at the time of her death, other than her residence in Harris County, Texas, including her undivided one-half (1/2) community interest in the undivided mineral interest described above, with her surviving husband, Sam E. Dunnam, owning the other undivided one-half (1/2) community interest; that subsequently, on November 14, 1961, the same Sam E. Dunnam qualified as Independent Executor and Trustee under the provisions of Paragraph 6. of the Last Will of Virginia Illiq Dunnam; and that the Order of the Harris County, Texas, Probate Court admitting the Last Will of Virginia Illiq Dunnam, Jr., as Independent Executor of the Estate of Virginia Illiq Dunnam, Deceased, were recorded in Volume 849 at Pages 403 et seq., of the Deed Records of Brazoria County, Texas; that The Virginia Illiq Dunnam Estate Trust endured for a term ending upon the death of the said Sam E. Dunnam, who died testate on November 2, 1983, having his residence and fixed place of domicile in Harris County, Texas; that upon termination of The Virginia Illiq Dunnam Estate Trust, the undivided one-half (1/2) of the undivided one-eighth (1/8) interest in the above-described property devolved upon, in equal undivided portions of one-third (/3) each, the three (3) sons a

Page one of three

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three (3) children born to the marriage of Virginia Illig Dunnam and Sam E. Dunnam, in accordance with the terms and provisions of The Virginia Illig Dunnam Estate Trust created under her Last Will, whose names, addresses, and social security numbers are as follows, to-wit:

SAM R. DUNNAM, TV 801 West 38th Austin, Texas 78705 Social Security No.: 465-40-0150

JAMES M. DUNNAM One Allen Center, Suite 1450 500 Dallas Street Houston, Texas 77002 Social Security No.: 454-48-3857

ROBERT P. DUNNAM 9020 N. Capital of Texas Highway, Suite 230 Austin, Texas 78759 Social Security No.: 459-54-4012

WHEREAS, the Last Will of Sam E. Dunnam was duly admitted to probate in Harris County Probate Court No. 1 on November 23, 1983, under Docket No. 189,059; that on the same date, the undersigned, James M. Dunnam, was duly appointed by Order of said Probate Court as Sole Independent Executor, without bond, under the Last Will of Sam E. Dunnam, Deceased, and qualified as such on November 23, 1983; that in such capacity, James M. Dunnam prepared and executed an instrument entitled "Affidavit Terminating the Virginia Illig Dunnam Estate Trust", which Affidavit was duly filed and recorded on December 16, 1983, in Volume 1748, Page 85, et seq., of the Deed Records of Brazoria County, Texas; that certified copies of the Last Will of Sam E. Dunnam, the Order of the Harris County Probate Court No. 1 admitting the same to probate, and Letters Testamentary issued to James M. Dunnam as Sole Independent Executor, were duly recorded on December 1, 1983, in Volume 1744 at Page 270, et seq., of the Deed Records of Brazoria County, Texas; that under the provisions of the Last Will of Sam E. Dunnam, his three (3) sons and only children were named as the residuary legatees to his Texas estate, and accordingly, the undivided one-half (1/2) of the undivided one-eighth (1/8) mineral interest owned by the said Sam E. Dunnam in and under the above-described one-third (1/3) portions to his three (3) sons and only children, Sam E. Dunnam, IV, James M. Dunnam, and Robert P. Dunnam;

NOW, THEREFORE, I, James M. Dunnam, in my capacity as Sole Independent Exer for of the Estate of Sam E. Dunnam, Deceased, as Grantor, for and in consideration of the mandates and directives of the Decedent's Last Will, do hereby CONVEY and DELIVER all of the undivided one-half (1/2) of the undivided one-eighth (1/8) interest previously owned by Sam E. Dunnam, in equal undivided one-third (1/3) portions to Sam E. Dunnam, IV, James M. Dunnam, and Robert P. Dunnam, as Grantees;

TO HAVE AND TO HOLD, the above-described one-half (1/2) of an undivided one-eighth (1/8) interest unto the said Sam E. Dunnam, IV, James M. Dunnam, and Robert P. Dunnam, in the proportions indicated, their respective heirs or assigns forever; and I do hereby bind myself, my heirs, executors and administrators to warrant and forever defend title to said undivided interest in the above-described property unto to the said Grantees, their respective heirs or assigns, against ever person whomsoever lawfully claiming or to claim the same or any part thereof, by, through and under me, but not otherwise.

SO THAT, upon the death of Sam E. Dunnam, the execution and recordation in Brazoria County, Texas, of the instrument entitled

"Affidavit Terminating The Virginia Illig Dunnam Estate Trust" and the certified copies of the Harris County Probate Court No. 1 proceeding had on the Estate of Sam E. Dunnam, including his Last Will, the Order of said Court admitting same to probate, and Letters Testamentary issued to James M. Dunnam, as Sole Independent Executor, the entire undivided one-eighth (1/8) interest in the above-described property is now vested in SAM E. DUNNAM, IV, JAMES M. DUNNAM, and ROBERT P. DUNNAM in equal undivided one-third (1/3) portions.

This Deed of Fee Land is made subject to the terms and provisions of all valid agreements of record in Brazoria County, Texas, affecting the property herein described.

EXECUTED this 3/4/ day of August, 1985, in Houston, Harris County, Texas.

Spie Independent Executor of the Estate of Sam E. Dunnam, Deceased

THE STATE OF TEXAS \$
COUNTY OF HARRIS \$

DURNAM & STRONG 1460 ONE ALLEN CENTER 500 DALLAS STREET HOUSTON, TEXAS 77002

BEFORE ME, the undersigned authority, personally appeared JAMES M. DUNNAM and stated he executed the foregoing instrument in the capacity therein stated.

SUBSCRIBED and SWORN TO before me on this the 3/50 day of August, 1985.

Notary Public in and for

The State of Texas

My commission expires: 7-15-89

MACHA ELIZARETH PORSE Registry Public, State of Texas My Generation Empires July 15, 1989

[SEAL]

COUNTY OF MANAGEMENT

Toward, the formatty applied the property County Street, the county Coun

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FILED FOR REGORD

Page three of three 1 25 PN '85

MASSIN COUNTY, TEXAS

EMENTAL DEED OF TRUST AND SECURITY AGREEME

THE STATE OF TEXAS

COUNTY OF BRAZORIA

This Supplemental Deed of Trust and Security Agreement executed by FISH EMGINEERING & CONSTRUCTION, INC. a Texas corporation (herein called "Grantor"), with its office, principal place of business and address at 1998 S. Post Oak Road, Houston, Texas 77056, to Walter B. Hendrick, Trustee, and his successor or successors or substitute in this trust, as "Trustee", in favor of MBANK HOUSTON, MATIONAL ASSOCIATION; and its successors and assigns (herein called the "Bank") as holder its successors and assigns (herein called the "Bank") as holder of the "Secured Obligations";

MHEREAS, the Grantor executed and delivered that certain Deed of Trust and Security Agreement dated as of February 20, 1985 (herein called the "Deed of Trust"), to the Trustee, as Trustee, for the use and benefit of the Bank, as Beneficiary and Secured Party, covering and describing all those certain tract(s) or parcel(s) of land situated in Branchia County, Texas, being more fully described in Exhibit A attached hereto and hereby referred to and incorporated for all purposes, together with certain other properties and rights as more fully described in the Deed of Trust recorded in the Official Records of Real Property of Brazoria County. Texas under County Clerk's of Real Property of Brazoria County, Texas under County Clerk's File No. 5934, reference being here made to the Deed of Trust, and the record thereof for further description of the properties, rights and interests therein described (all such properties, rights and interests being hereinafter called the "Mortgaged Properties");

WHEREAS, the Deed of Trust was executed and delivered to secure certain "Secured Obligations" to the Bank, including specifically, without limitation, that certain promissory note dated January 16, 1985, executed by the Grantor, payable to the order of the Bank in the original principal amount of \$6,200,000 (the "Specific Indebtedness"), as more fully therein described and set forth, reference being here made to the Deed of Trust as fully and for all purposes as if set forth herein in full; and in full; and

WHEREAS, among the specific items of indebtedness included within the term "Secured Obligations" and secured by the Deed of Trust are any further sum or sums constituting further or future indebtedness of Grantor to the Bank which indebtedness may be evidenced in various manners, it being originally contemplated that Grantor would become so indebted to the Bank; anđ 经工作的 地名美国英国英国英国

WHEREAS, the note evidencing the Specific Indebtedness has been previously renewed, rearranged and extended by various written agreements, and pursuant to such written agreements the Bank has made additional advances to Grantor, it being agreed that such additional advances constituted further presented that the presented t future indebtedness of Grantor to the Banke as originally contemplated in the Deed of Trust (said additional advances being hereinafter called the "Additional Advances"); and WHEREAS, the Grantor has executed and delivered to the Bank that certain promissory note dated October 1, 1985 (the "New Hote"), payable to the order of the Bank in the brights principal amount of \$7,300,000, being payable in the unquits at the interest rate and on the dates stipulated therein and being finally due and payable on or before January 5, 1986; and

WHEREAS, the Grantor desires to evidence of record that (i) the New Note represents (a) the renewal, extension and rearrangement of the unpaid principal balance owing on the Specific Indebtedness, (b) the Additional Advances and (c) the extension of the maturity of all such indebtedness to January 6, 1986 and (ii) the liens, assignments and accurity interest created under and by virtue of the Deed of Trust shall secure not only the Specific Indebtedness and the other Secured Obligations therein specifically described, but all indebtedness of Grantor now existing and hereafter arising under and by virtue of the New Note or any other instruments evidencing or securing the indebtedness evidenced by the New Note.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

That, the Grantor does hereby GRANT, BARGAIN, SELL, ASSIGN, TRANSFER and CONVEY unto the Trustee, all the Mortgaged Properties described in the Deed of Trust and, Grantor, as Debtor, does hereby grant to the Bank, as Secured Party, a security interest in all the Mortgaged Properties which may be subject to the Uniform Commercial Code; all for the purpose of securing (i) the indebtedness evidenced by the New Mote; (ii) all other and future indebtedness of Grantor, now or hereefter existing under or by virtue of the instruments evidencing or securing the indebtedness evidenced by the New Note and (111) any and all renewals, extensions or rearrangements of all or any part of said indebtedness; for all intents and purposes as all such indebtedness were specifically described and included within the term "Secured Obligations" as get forth in the Deed of Trust. Except as herein supplemented to apecifically secure the indebtedness of Grantor hereinabove set forth, the Deed of Trust is hereby ratified and confirmed as being in full force and effect for all purposes as a first and prior lien and security interest upon the Mortgaged Properties.

EXECUTED on the date of the acknowledgments set forth hereinbelow, to be effective, however, for all purposes as of the 1st day of October, 1985.

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FISH EN	GINEE	RING D	S, CON	STRUCT	TOR,
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Name Title	(j-)- /	YPH Do	<u>د پ</u>	M.41	
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MBANK 1	OTAVO	n, Ka	TION	e Asso	CIATION
By	The	- /		Carlotte Contract	
Title	Asa	that.			
	1	7 ()	BREEF	CIARY	AND

THE STATE OF TEXAS

COUNTY OF HARRIS

This instrument was acknowledged before me on 1985 by G. Poppor Fraction.

The Krendert of FISH ENGINEERING & CONSTRUCTION.

THE A Texas corporation, on behalf of said corporation.

KNEW MEMBERS HOW HOW HOW I SUPPLY HOW IN SECTION
Commission Expires:

Notary Public/In/and for the State of Texas

THE STATE OF TEXAS

COUNTY OF HARRIS

This instrument was acknowledged before me on (Oloken) 10. 1985 by Aurilia (Arrail Minell).

Mine Principles

of MBANK HOUSTON, MATIONAL ASSOCIATION, a national banking association, on behalf of said banking association.

(CASEN SAMPLE) Namy Salik for the State of Some My Granuladae Explore 68-46-88

Y Commission Expires:

Notary Public In and for

the State of Texas

1.

EXHIBIT A

SUPPLEMENTAL DEED OF TRUST AND SECURITY AGREEMENT

from

FISH ENGINEERING & CONSTRUCTION, INC. ("Grantor")

to Walter B. Hendrick, Trustee for the use and benefit

of MBANK HOUSTON, NATIONAL ASSOCIATION

All those certain tracts or percels of land situated in Branoria County, Texas and being more particularly described as follows:

- i. Tract No. 23 of Brazoe Coast Investment Company Subdivision No. 8, F. J. Calvit League, Abstract 51, Brazoria County, Texau, according to the may or plat thereof duly of record in Volume 2, Page 141 at seq. of the Plat Records of Brazoria County, Texas, to which reference is here sade for all appropriate purposes.
- 2. Tract No. 21 out of the Brazos Coast Isvestment Company Subdivision No. 8, in the A. Calvit League, Abstract No. 51, Brazoria County, Taxas, and being three separate tracts and being all of the said Tract No. 21, and lying North of the Intracoastal Canal and being described as follows:

Reginning at an iron rod in the Wortheast line of the said Tract Wo. 21, which bears South 45 degrees 36' East a distance of 20.0 feet from the original Worth corner of the said Tract Wo. 21, and being in the Southeast right-of-way line of County Road Wo. 756;

Thence South 45 degrees 36' East a distance of 661.0 feet to a point for corner and being on the beak of the Intracoastal Canal;

Thence Southwesterly along the bank of the Intraconstal Canal with the following meanders:

- S. 48 degrees 44' W. a distance of 66.11 feet,
- S. 50 degrees 30' W. a distance of 132.60 feet,
- S. 42 degrees 40' W. a distance of 65.96 feet to a point for corner and being in the Southwest line of the said Tract No. 21;

Thence North 45 degrees 36' West along the Southwest line of the said Tract No. 21 a distance of 654.0 feet to an iron rod for corner and being in the Southeast right-of-way line of County Road No. 756;

Thence Worth 44 degrees 24' Bast along the Southeast right-of-way line of County Road No. 756 a distance of 263.7 feet to the Place of Deginning and containing 3.974 acres of land, more or less.

- 3. Tract No. 22, Brazos Coast Investment Company Subdivision, Division No. 8, P. J. Calvit League, Abstract 31, in Brazoria County, Taxas, according to the map or plat thereof duly recorded in the office of the County Clerk of Brazoria County, Texas, the same being the same property conveyed to Guifco Harine Maintenance, Inc., from B. L. Tanner by deed dated the 14th day of May, 1970, of record in Volume 1960, Page 535, Deed Records of Brazoria County, Texas, to which reference here is made for all purposes.
- 4. Trect:No. 55, Brazos Coast Investment Company Subidivision No. 8, Y. J. Calvit League, Abstract 51, Brazoria County, Texas, the same being the same property conveyed to Guifro Marine Maintenance, Inc., from B. G. Sandlin by deed dated the 14th day of May, 1970, of record in Volume 1060, Page 537, Deed Records of Brasoria County, Texas, to which reference is here unde for all purposes.

- 5. THE BURFACE AND SURFACE CHILT of Tract 24, Brance Coast Investment Company Subdivision No. 8, 7. J. Calvit League, Abstract 51, Brancria County, Tamas, according to the map or plot thereof duly recorded in Volume 2, Page 141 et seq., First Encorde. Brancria County, Tamas.
- 5. THE SURFACE AND SURFACE CHLY of Tract 25, Brance Coast Investment Company Subdivision No. 8, 7, J. Calvit League, Abstract 51, Branceia County, Texas, according to the map or plat thereof duly recorded in Volume 2, Page 141 et seq., Flat Records, Branceia County, Taxas.
- 7. Tract 55, Brazos Coast Investment Company Subdivision No. 8., F. J. Galvit League, Sbattact 51, Brazoria County, Texas, according to the may or plat thereof duly recorded in Volume 2, Page 141 et eeq., Flat Records, Brazoria County, Texas.
- 8. Tract 57 out of Division 8 of the B.G.I.C. Subdivision, F. J. Calvit League, Abstract 51, Brasoria County, Texas, according to the may or plat thereof recorded in Volume 2, Page 143 of the Pint Records of Brasoria County, Texas.
- 9. Tract 58, of the Brasos Count Investment Company Subdivision No. 8, in the F. J. Calvit League, Abstract No. 31, Brasoria County, Texas, according to the unpor plat thereof recorded in Volume 2, Page 143 and 144 of the Flat Records of Brasoria County, Texas.

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EXHIBIT A

FILED FOR RECORD

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BLER B MANY CLERK BRAZERIA FOUNTY, TEXAS

PERCEPAGE TOTALE COMPANY

SERVINE TITLE COMPANY 5710 Dexas Commerce Tower

Houston, Texas 77002 85-15894 RH

SUBORDINATION AND CONSENT AGREEMENT

THE STATE OF TEXAS
COUNTIES OF BRAZORIA
and MARRIS

This SUBORDINATION AND CONSENT AGREEMENT executed by and between C. B. AMES, THE FISH INVESTMENT CORPORATION, a Texas corporation, T. D. TABBERT and DON M. SIMECHECK (hereinafter collectively called the "Junior Lien Holders"), FISH ENGINEERING & CONSTRUCTION, INC., a Texas corporation (hereinafter called "Fish Engineering") and MBANK HOUSTON, NATIONAL ASSOCIATION (hereinafter called "Bank"),

WITNESSETH:

WHEREAS, Fish Engineering executed that promissory note dated January 16, 1985 (the "Original Note"), payable to the order of the Bank, in the original principal amount of SIX MILLION TWO HUNDRED THOUSAND and NO/100 DOLLARS (\$6,200,000.00), as further described in and secured by (i) that certain Deed of Trust and Security Agreement dated . February 20, 1985 (the "Harris County Deed of Trust"), executed by Pish Engineering to Walter B. Hendrick, Trustee, covering and describing those certain tracts or parcels of land situated in Harris County, Texas (the "Harris County Properties"), the Harris County Properties being more particularly described in the Harris County Deed of Trust recorded in the Official Public Records of Real Property of Harris County, Texas under Clerk's File No. J907610, to which Harris County Deed of Trust and its record reference is here made for all purposes, and (ii) that certain Deed of Trust and Security Agreement dated February 20, 1985 (the "Brazoria County Deed of Trust"), executed by Fish Engineering to Walter B. Hendrick, Trustee, covering and describing those certain tracts or parcels of land situated in Brazoria County, Texas (the "Brazoria County Properties"), the

Brazoria County Properties being more particularly described in the Brazoria County Deed of rust recorded in the Official Records of Real Property of Brazoria County. Texas under County Clerk's File No. 5934, to which Brazoria County Deed of Trust and its record reference is here made for all purposes; said Harris County Deed of Trust and said Erazoria County Deed of Trust being herein collectively called the "First Lien Instruments" and said Harris County Properties and said Brazoria County Properties, together with all improvements and structures located thereon, being herein collectively called the "Mortgaged Properties"; and

WHEREAS, the indebtedness evidenced by the Original Note has been previously renewed, rearranged and extended by various written agreements and, pursuant to such written agreements, the Bank has made additional advances to Fish Engineering, it having been agreed that such additional advances constituted further or future indebtedness of Fish Engineering to the Bank as originally contemplated in the First Lien Instruments (such additional advances being hereinafter called the "Additional Advances"); and

WHEREAS, both the indebtedness evidenced by the Original Note and the Additional Advances have been renewed and extended in accordance with the terms and conditions set forth in (i) that certain promissory note dated October 1, 1985 (the "New Note") executed by Fish Engineering, payable to the order of the Bank, in the original principal amount of \$7,300,00.00, and (ii) those two (2) certain Supplemental Deeds of Trust and Security Agreements dated effective October 1, 1985 (hereinafter called the "Supplemental Deeds of Trust") executed by Fish Engineering and the Bank, recorded under Clerk's File No. _______ in the Official Public Records of Real Property of Harris County, Texas and under County Clerk's File No. _______ in the Official Records of Real Property of Brazoria County, Texas; and

WHEREAS, Fish Engineering and the Junior Lien Holders have executed a certain Indemnity and Performance Agreement of even date herewith and Fish Engineering desires to assure to the Junior Lien Holders the performance of Fish Engineering's obligations under such Indemnity and Performance Agreement by executing a junior deed of trust in favor of the Junior Lien Holders covering the Mortgaged Properties; and

WHEREAS, Fish Engineering has requested that the Bank consent to the Junior Lien Holders' taking a junior deed of trust (the "Junior Lien Deed of Trust") covering the Mortgaged Properties, such Junior Lien Deed of Trust to be expressly subject and subordinate to the First Lien Instruments; and

WHEREAS, as a condition to the Bank's consenting to Junior Lien Holders' taking of the Junior Lien Deed of Trust, the Bank has requested that Junior Lien Holders evidence in writing that all liens, mortgages, security interests, assignments and encumbrances created under or by virtue of the Junior Lien Deed of Trust shall be expressly subordinate to the liens, mortgages, security interests, assignments and encumbrances created under or by virtue of the First Lien Instruments.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

THAT, Junior Lien Holders, for and in consideration of TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable consideration in hand paid to the Junior Lien Holders by the Bank, do covenant and agree with the Bank that all liens, mortgages, security interests, assignments and encumbrances covering or affecting all or any part of the Mortgaged Properties and created under or by virtue of, or renewed and extended by, the Junior Lien Deed of Trust, shall be and are hereby made expressly SUBORDINATE, INFERIOR and SECONDARY to all liens, mortgages, security interests, assignments and encumbrances created under or by virtue of, or renewed, extended and supplemented by, the First Lien Instruments and the Supplemental

Deeds of Trust, given to secure the payment of the indebtedness evidenced by the New Note, all advances made and which may be made by the Bank under the First Lien Instruments, as supplemented by the Supplemental Deeds of Trust, and all renewals, rearrangements and extensions of the New Note or any other indebtedness described in the First Lien Instruments; and notice of any such renewal, extension or rearrangement and the consent thereto of Junior Lien Holders shall not be necessary.

Furthermore, in accordance with Section 5.1(j) of the First Lien Instruments, the Bank hereby consents to Fish Engineering's execution of the Junior Lien Deed of Trust in favor of the Junior Lien Holders; provided, however, this Consent shall not be deemed a consent to or waiver of any of the terms of said Section 5.1(j) with regard to any other or future encumbrances against the Mortgaged Properties.

The terms and provisions hereof shall be binding upon the Junior Lien Holders and their respective heirs, successors and assigns and shall inure to the benefit of the Bank and its successors and assigns and all subsequent holders of the New Note or any part of the indebtedness represented thereby.

EXECUTED this // day of .Qstober. 1985

THE FISH INVESTMENT CORPORATION

[SIGNATURES CONTINUED ON NEXT PAGE]

	FISH ENGINEERING & CONSTRUCTION, INC. By Construction Name of Private Construction, Name of Private Construction, Name of Private Construction By There femal Construction Name Thereof Usual Construction Title Legislant Vice Free Newt
COUNTY OF Harris	
Catalan 10 . 1985 KAREN HENTELD Inc. Philade Standing	Notary Public in and for the State of Texas
Cradest of 1	THE FISH INVESTMENT CORPORATION, a
Texas corporation, on behalf of the part of the late o	Notary Public is and for the State of Texas
COUNTY OF Harris	
	S by T. D. TABBERT. Harin Q. Hankind
MARCH MODIFIED Soley Fields for the State of Toron Ny Separation States (S1,500)	Notary Public in and for the State of Texas

THE STATE OF TEXAS COUNTY OF HAVELO This instrument was acknowledged before me on 1985 by DON M. SIMECHECK. Notary Public in and the State of Texas THE STATE OF TEXAS COUNTY OF HARRIS then 10. 1985 by G. Button & Product of FISH ENGINEERING & on behalf of said corporation. CONSTRUCTION. RAFE MANEELD ny fisika in ina dia ao in Notary Public in and for the State of Texas THE STATE OF TEXAS COUNTY OF HARRIS This instrument was acknowledged before me on 1985 by <u>Shifter Annal Aluell</u> of MBANK (HOUSTON, NATI NATIONAL a national banking association, on behalf of said banking association. KAREK HIGHERID ry Public by the Make of Th

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Notary Public in and for the State of Texas

OCT II II 59 AM '85

Security Steak

BRASSME CONTY, YEXAS

RETURN TO: KAKEN
HERITAGE TITLE COMPANY
6710 Texas Commerce Tower
Houston, Texas 77002
85-15894 P.H

Prepared by the State Bar of Texas for use by lawyers only. Revised 1-1-76. Revised as to interest and to include granter's address (art. 6626, RCS) 1-1-82. Revised as to sale on default (§ 51.002, Prop. Code) 10-83.

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DEED OF TRUST

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THE STATE OF TEXAS	1	KNOW ALL MEN	BY THESE F	RESENTS:		1. 1. 1. 1.
COUNTY OF BRAZORIA	- }.		4.45			COMMITTEE SECTION
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			معروب أناوا		e e e e e	24 1 North Co. 1845
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whose address is 1990	South Po	et Oak Road, Hot	ston, Texa	s. 77056	erio (arpraia)	eres presidents.
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indebtedness hereinafter described, and		=	_			ا فقده منظ
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hereinafter named, the receipt of which						
hereinafter set forth, have granted, sold a	ing conveyer Harris					
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Should Grantors do and perform all of the covenants and agreements herein contained, and make prompt payment of salainclohedrans as the same shall become due and psychic, the chis conveyance shall become suff and sold and of no further force and effect, and shall be released at the expense of Grantors, by the holder thereof, hereinafter called Beneficiary (whether one or more).

Grantots covenent and agree as follows:

That they are invitally seized of said property, and have the right to convey the same; that said property is free from all items and commitments, except as herein provided.

To protect the title and possession of said property and to pay when due all *** a and assessments now existing or hereafter levies or assessed upon said property, or the interest therein created by this Deed of Trust, an i to preserve and maintain the lien bereby created in a first and prior lien on said property including any improvements hereafter made a part of the realty.

1- To keep the improvements on said property in good repair and condition, and not to permit or commit any wants thereof; to keep and buildings occupied so as not to impair the insurance carried thereon.

To impre and lose issued oil improvements now or hereafter created upon said property against loss or durage by fire and windstoris, and say other hazard or hazard as may be reasonably required from time to time by Beneficiary during the term of the indebtedness
hereby secured, to the extent of the original amount of the indebtedness hereby secured, or to the extent of the full insurable value of said
improvements, whichever is the lesser, in such form and with such lusurance Company or Companies as may be approved by Beneficiary,
and to deliver to Beneficiary the policies of such insurance having attached to said policies such mortgage indensity clause as Beneficiary,
sinal direct; to deliver reasonate of such policies to Beneficiary at least ten (10) days before any such insurance policies shall expire; any proceds which Beneficiary may receive under any such policy, or policies, may be applied by Beneficiary, at his option, to reduce the indebtedness hareby accured, whether then matured or to mature in the future, and in such manner as Beneficiary any elect, or Beneficiary
any permit Orantors to use said proceeds to repair or replace all improvements damaged or destroyed and covered by said policy.

That in the event Grantons shall fall to keep the improvements on the property hereby conveyed in good repair and condition, or to pay promptly when due all taxes and assessments, as aforessid, or to preserve the prior lies of this Dead of Trust on said property, or to keep the huildings and improvements insured, as aforessid, or to deliver the policy, or policies, of insurence or the renewal thereof to Beneficiary, as aforessid, then Beneficiary may, at his option, but without being required to do so, make such repairs, pay such taxes and assessments, purchase any tax title thereoe, remove any prior liess, and prosecute or defend any suits in relation to the preservation of the prior lies of Trust on said property, or insure and keep insured the improvements thereon in an amount not to exceed that above stipulated; that any sums which may be so paid out by Beneficiary and all sums said for insurance premiums, as aforessid, including the costs, expenses and Attorney's fees paid in any suit affecting said property when necessary to protect the lies hereof shall be a interest from the dates of such payreents at the rate stated in said note and shall be paid by Grantors to Beneficiary upon demand, at the same place at which said costs is payreble, and shall be deemed a part of the debt hereby secured and recoverable as such is all respects.

That in the event of default is the payment of any installment, principal or interest, of the note hereby secured, in accordance with the terms thereof, or of a breach of any of the covenants herein contained to be performed by Grantors, then and in any of such events Beneficiary may elect, Cleantors hereby expressly warving presentment and demand for payment, to doctare the entire principal indebtedness bereby secured with all interest accrued thereon and all other soms hereby secured immediately due and payable, and in the event of default in the payment of said indebtedness when due or declared due, it shall thereupon, or at any time thereafter, be the duty of the Trustee, or his r or substitute as hereinafter provided, at the request of Beneficiary (which request is hereby conclusively proximed), to enforce this trust; and after advertising the time, place and turns of the sale of the above described and conveyed property, then subject to the lien hereof, and mailing and filing actices as required by section 51.002, Texas Property Code, as then smeaded (successor to article 3810, Texas Revised Civil Statutes), and otherwise complying with that statute, the Trustee thall sell the above described property, then subject to the lien hereof, at public auction in accordance with such notices on the first Tuesday in any mount between the hours of ten o'clock A.M. and four o'clock P.M., to the highest bidder for cash, selling all of the property as an entirety or in each parcels as the Trustee acting may elect, and make due conveyance to the Purchaner or Purchaners, with general warranty binding Grantors, their beirn and assigns; and out of the money arising from such sale, the Trustee acting shall pay first, all the expenses of advertising the sale and making the conveyance, including a commission of five percent (5%) to himself, which commission shall be due and owing in addition to the Attorney's fees previded for in said note, and then to Beneficiary the full amount of principal, interest, Attorney's fees and other charges due and unpaid on said note and all other indebtadaess secured hereby, rendering the balance of the sales price, if any, to Grantors, their beirs or assigns; and the recitals in the conveyance to the Purchaser or Purchaser shall be full and conclusive evidence of the truth of the matters thereis stated, and all prerequisites to said sale shall be presumed to have been performed, and such sale and conveyance shall be conclusive against Grantors.

It is agreed that in the event a foreclosure bereinder should be commenced by the Trustee, or his substitute or successor, Beneficiary may at any time before the sale of said property direct the said Trustee to abandon the sale, and may that institute said for the collection of said note, and for the foreclosure of this Dead of Trust lien; it is further agreed that if Beneficiary should institute a suit for the collection thereof, and for a foreclosure of this Dead of Trust lien, that he may at any time before the entry of a final judgment in said suit dismiss the same, and require the Trustee, his substitute or successor to sail the property in accordance with the provisions of this Dead of Trust.

Reneficiery, if he is the highest bidder, shall have the right to purchase at any sale of the property, and to have the amount for which such property is sold credited on the debt then owing.

Reneficiary in any event is hereby authorized to appoint a substitute trustee, or a successor trustee, to act instead of the Trustee named hereis without other formality than the designation in writing of a substitute or successor trustee; and the authority hereby conferred shall extend to the appointment of other successor and substitute trustees successively until the indebtedness hereby secured has been paid in full, or until said property is sold hereunder, and each substitute and successor trustee thall succeed to all of the rights and powers of the original trustee surged herein.

In the event erry sale is made of the above described property, or any portion thereof, under the terms of this Deed of Trust, Grantors, their heles and steigns, shall forthwith upon the making of such sale surrender and deliver possession of the property so sold to the Purchaser at such sale, and in the event of their failure to do so they shall thereupon from and after the making of such sale be and continue as tensors at will of such Purchaser, and in the event of their failure to surrender possession of said property upon demand, the Purchaser, his beins or assigns, shall be entitled to institute and maintain an action for forefold detainer of said property in the Justice of the Peace Court in the Justice Precinct in which such property, or any part thereof, is situated.

It is agreed that the lien hereby created shall take precedence over and be a prior lien to any other lien of any character whether vendor's, unsterledmen's or mechanic's lien hereafter created on the above described property, and in the event the proceeds of the indebtedness secured hereby as set forth herein are used to pay off and satisfy any liens heretofore existing on said property, then liensficiary is, and shall be, subrogated to all of the rights, liens and remedies of the holders of the indebt-siness so paid.

It is further agreed that if Grantors, their heir; or assigns, while the owner of the hereinabove described property, should commit an act of bankruptcy, or anthorize the filing of a voluntary perition in bankruptcy, or should an act of bankruptcy be committed and involuntary proceedings instituted or threatened, or should the property hereinabove described be taken over by a Receiver for Grantors; their heirs or sasigns, the note hereinabove described shall, at the option of Beneficiary, immediately become due and payable, and the acting Trustee may then proceed to sell the same under the provisions of this Deed of Trust.

eneficiary all rents luming or to becenter issue from said real property, and in the createder, Beneficiary, his agent or representative, is hereby inthorised, in his optireat the same and collect the Perts, and apply the more, law the removable or indebtedness, whether then matured or to mature in the future, and in such or Beneficiary shall not constitute a waiver of his right to accelerate the metucky of said indubstillars for some of this Deed of Trust.

It is agreed that an extension, or extensions, may be made of the time of payment of all, or any part, of the blueby, and that any part of the above described and property may be retensed from this lies without altering or affecting lies organized by this Deed of Trent in favor of any junior accumbrances, averagence or purchases, or any pursue acquiring property lieseby conveyed, or any part thereof; it being the intension of the parties hereof a preserve this lies, on a described and all improvements thereon, and that may be breacher constructed thereon, first and equation to any liese. ed and all improvements thereon, and that may be hereafter countracted thereon, first and a a, of that may be fixed, given or impaned by law thereon after the execution of this instrument e of payment, or the release of a portion of sold property from this lies.

In the event any portion of the indebtedness bereinshove described cannot be leverily occured by the property it is agreed that the first payments made on said indebtedness shall be applied to the disthinguishing the control of the control of the distributions.

Beneficiary shall be entitled to receive any end all sums which may become payable to Grantory for the or inshove described real property, or any part thereof, for public or quasi-public use, or by victual of public which may be awarded or become payable to Grantors for damages caused by public works or construction on or it which may be awarded or become payable to Creators for damages caused by public works or construction on or stem (his said per such some are hereby analysed to Resetticiary, who may, after deducting therefrom all expenses activate on or stem (his said per release same to Creators or apply the same to the reduction of the indebtedment hereby secured, whether then managed or to mai future, or ou any money obligation hereunder, as and in such manager as Beneficiary may elect. Beneficiary shall not be, in any excuratances, liable or responsible for failure to collect, or exercise diffuses: in the collection of, any such mana.

Nothing herein or in said note contained shall ever entitle Beneficiary, upon the arising of any contingency whatmover, to receive at collect interest in excess of the highest rate allowed by the laws of the State of Texas on the principal indebtedama haveby accord or on any money obligation hereunder and in no event shall Grantons be obligated to pay interest thereon in excess of such rate.

If this Deed of Trust is executed by only one person or by a corporation the phiral reference to Orantors shall be held to include the singular, and all of the covenants and agreements berein undertaken to be performed by and the rights conferred upon the suspective Grantors named herein, shall be binding upon and inure to the benefit of not only said parties respectively but also their respective lates. executors, administrators, grantees, successors and essigns.

Cremers concerly represent that this Deciret Crest and the

Addendum A is attached hereto and incorporated herein for all purposes.

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FISH ENGINEERING & CONSTRUCTION, INC.

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ADDENDUM TO DRED OF TRUST EXECUTED BY FISH ENGINEERING CONSTRUCTION, INC., A TEXAS CORPORATION TO DAVID A. WERNER, TRUSTEE FOR THE BENEFIT OF C. B. AMES, THE FISH INVESTMENT CORPORATION,

T. D. TABBERT AND DON M. SIMECHECK

- Grantor has previously executed that certain promissory note dated January 16, 1. 1985 payable to the order of MBank Houston, National Association, in the original principal amount of Six Million Two Hundred Thousand and No/100 Dollars (\$6,200,000.00), as further described in and secured by (1) that certain Deed of Trust and Security Agreement dated February 20, 1985, executed by Fish Engineering to Walter Hendrick, Trustee, covering and describing the property described therein, said Deed of Trust recorded in the Official Public Records of Real Property of Harris County, Texas under Harris County Clerk's Pile No. J-907610; and (ii) that certain Deed of Trust and Security Agreement dated February 20, 1985, executed by Fish Engineering to Walter B. Hendrick, Trustee covering and describing certain property more fully described on Exhibit "A" attached hereto and incorporated herein for all purposes, said Deed of Trust recorded in the Official Records of Real Property of Brazoria County, Texas under Brazoria County Clerk's File 5934, said Note and Deeds of Trust have previously been renewed, extended, modified and supplemented and may hereafter be renewed, extended, modified or supplemented. Grantor hereby covenants that in the event of a default under the terms of the Note executed in favor of MBank Houston, National Association or any document executed in connection with or as security therefore including, but not limited to the Deeds of Trust described in this paragraph, Same shall be considered an event of default under the terms and conditions of the grants hereby made and beneficiaries hereof will be entitled to all of the remedies contained herein including acceleration of the debt hereby secured and foreclosure of the liens hereby granted.
- 2. It is expressly agreed that liems hereby granted shall be and are hereby expressly subordinate, inferior and secondary to all liens, mortgages security interests, assignments and encumbrances created under or by virtue of or renewed, extended and supplemented by the promissory note and liens described in Paragraph 1. directly above.

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		By: Depoul June
		Name: G BURON SMITH
		Office: V-trop
THE STATE OF TEXAS	S	
COUNTY OF HARRIS	5	
Actur, 1985, Engineering & Construction	by 13.	knowledged before me on this the 10th day of Buyou south. Vice busided for Fish
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Notar

My Commission Expires:

All those certain tracts or percels of land situated in Bresoria County, Texas and being more particularly described as follows:

- 1. Tract No. 23 of Brazos Coast Investment Company Subdivision No. 8, 7. J. Calvit League, Abstract 51, Brazoria County, Texas, according to the map or plat thereof duly of record in Volume 2, Page 141 et seq. of the Plat Records of Brazoria County, Texas, to which reference is here made for all appropriate purposes.
- 2. Tract No. 21 out of the Brazos Coast Investment Company Subdivision No. 8, in the A. Calvit League, Abstract No. 51, Brazoria County, Taxas, and being three separate tracts and being all of the said Tract No. 21, and lying North of the Intracoustal Canal and being described as follows:

Beginning at an iron rod in the Mortheast line of the said Tract No. 21, which bears South 45 degrees 36' East a distance of 20.0 feet from the original North corner of the said Tract No. 21, and being in the Southeast right-of-way line of County Road No. 756;

Thence South 45 degrees 36' East a distance of 661.0 feet to a point for corner and being on the bank of the Intracoastal Canal;

Thence Southwesterly along the bank of the Intracoustal Canal with the following meanders:

- S. 48 degrees 44' W. a distance of 66.11 feet.
- S. 50 degrees 30' W. a distance of 132.60 feet,

Thence North 45 degrees 36' West along the Southwest line . the said Tract No. 21 s distance of 654.0 feet to an iron rod for corner and being in the Southeast right-of-way line of County Mosd No. 756:

Thence North 44 degrees 24' East along the Southeast right-of-way line of County Road No. 756 a distance of 263.7 feet to the Place of Beginning and containing 3.974 acres of land, more or less.

- 3. Tract Ho. 22, Brazos Coast Investment Company Subdivision, Division No. 8, F. J. Calvit League, Abstract 51, in Brazoria County, Taxas, according to the map or plat thereof duly recorded in the office of the County Clark of Brazoria County, Taxas, the same being the same property conveyed to Gulfco Marine Maintenance, Inc., from B. L. Tanner by deed dated the 14th day of May, 1970, of record in Volume 1060, Page 535, Deed Records of Brazoria County, Taxas, to which reference here is made for all purposes.
- 4. Tract No. 56, Brezoe Coast Investment Company Subidivision No. 5, F. J. Calvit League, Abstract 51, Brazoria County, Texas, the same being the same property conveyed to Gulfco Marine Meintenance, Inc., from B. G. Sandlin by deed dated the 14th day of May, 1970, of record in Volume 1060, Page 537, Deed Records of Brazoria County, Texas, to which reference is here made for all purposes.

- 5. THE SURFACE AND SURFACE CHET of Tract 24, Brazos Coast Investment Company Subdivision No. 8, 7. J. Calvit League, Abstract 51, Brazoria County, Texas, according to the map or plat thereof duly recorded in Volumn 2, Page 141 ot seq., Flat Records; Brazoria County, Texas.
- 6. THE SURFACE AND SURFACE CHLT of Tract 25, Brazos Const Investment Company Subdivision No. 8, P. J. Calvit League, Abstract 51, Brazosia County, Texas, according to the map or plat thereof duly recorded in Volume 2, Page 141 et seq., Plat Recorde, Brazosia County, Texas.
- 7. Tract 55, Brasos Coast Investment Company Subdivision No. 8., 7. J. Calvit League, Abstract 51, Brasoria County, Texas, according to the map or plat thereoff duly recorded in Volume 2, Page 141 at eqq., Plat Records, Brasoria County, Texas.
- 8. Tract 57 out of Division 8 of the B.C.I.C. Subdivision, Y. J. Calvit League, Abstract 51, Brazoria County, Texas, according to the map or plat thereof recorded in Volume 2, Page 143 of the Plat Records of Brazoria County, Texas.
- 9. Tract 58, of the Bracos Coast Investment Company Subdivision No. 8, in the P. J. Calvit League, Shatract No. 51, Bracoria County, Texas, according to the map or plat thereof recorded in Volume 2, Page 143 and 144 of the Plat Records of Brazoria County, Texas.

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EXHIBIT A

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METION TO: KAKEN

MERITAGE TITLE COMPANY

7710 Texas Connerce Tower

Mouston, Texas 77002

85-15894 LH

SECOND SUPPLEMENTAL DEED OF TRUST AND SECURITY AGREEMENT

THE STATE OF TEXAS COUNTY OF BRAZORIA

1

This Second Supplemental Deed of Trust and Security Agreement executed by FISH ENGINEERING & CONSTRUCTION, INC., a Texas corporation (herein called "Grantor"), with its office, principal place of business and address at 1990 S. Post Oak Road, Houston, Texas 77056, to Walter B. Hendrick, Trustee, and his successor or successors or substitute in this trust, as "Trustee", in favor of MBANK HOUSTON, NATIONAL ASSOCIATION, and its successors and assigns (herein called the "Bank") as holder of the "Secured Obligations";

WITNESSETH:

WHEREAS, the Grantor executed and delivered that certain Deed of Trust and Security Agreement dated as of February 20, 1985 (herein called the "Original Deed of Trust"), to the Trustee, as Trustee, for the use and benefit of the Bank, as Beneficiary and Secured Party, covering and describing all those certain tract(s) or parcel(s) of land situated in Brazoria County, Texas, being more fully described in Exhibit A attached hereto and hereby referred to and incorporated for all purposes, together with certain other properties and rights as more fully described in the Original Deed of Trust recorded in the Official Records of Real Property of Brazoria County, Texas under County Clerk's File No. 5934, reference being here made to the Original Deed of Trust, and the record thereof for further description of the properties, rights and interests therein described (all such properties, rights and interests being hereinafter called the "Mortgaged Properties");

WHEREAS, the Original Deed of Trust was executed and delivered to secure certain "Secured Obligations" to the Bank, including specifically, without limitation, that certain promismory note dated January 16, 1985, executed by the Grantor, pushed to the order of the Bank in the original principal amount of \$6,200,000 (the "Original Note"), as more fully therein described and set forth, reference being here made to the Original Deed of Trust as fully and for all purposes as if set forth herein in full; and

WHEREAS, among the specific items of indebtedness included within the term "Secured Obligations" and secured by the Original Deed of Trust are (i) any and all renewals, rearrangements and extensions of the indebtedness described therein and (ii) any further sum or sums constituting further or future indebtedness of Grantor to the Bank which indebtedness may be evidenced in various manners, it being originally contemplated that Grantor would become so indebted to the Bank; and

WHEREAS, the Original Note was renewed, rearranged and extended by various written agreements, and pursuant to such written agreements, the Bank made additional advances to Grantor, it having been agreed that such additional advances constituted further or future indebtedness of Grantor to the

Return To: MBackHoustonka P. G. Box 2629 Houston, Texas 77858 Attn: Loan Services — Bank as originally contemplated in the Original Deed of Trust (said additional advances being hereinafter called the "Additional Advances"); and

whereas, the Grantor and the Bank agreed to a further renewal, extension and rearrangement of (i) the unpaid principal balance owing on the Original Note and (ii) the Additional Advances, such unpaid principal balance owing on the Original Note and such Additional Advances being evidenced by that certain promissory note dated October 1, 1985 (the "First Renewal Note"), payable to the order of the Bank in the original principal amount of \$7,300,000, being payable in the amounts, at the interest rate and on the dates stipulated therein and being finally due and payable on or before January 6, 1986; and

WHEREAS, the Grantor and the Bank executed that certain Supplemental Deed of Trust and Security Agreement dated as of October 1, 1985 (the "Supplemental Deed of Trust"), whereby Grantor ratified, confirmed, agreed and acknowledged that the liens, assignments and security interest created under and by virtue of the Original Deed of Trust continued in full force and effect for the purpose of securing (i) the First Renewal Note, (ii) all other and future indebtedness of Grantor, then existing or thereafter arising under or by virtue of the instruments evidencing or securing the First Renewal Note and (iii) any and all renewals, extensions or rearrangements of all or any part of said indebtedness, the Supplemental Deed of Trust being recorded in the Official Records of Real Property of Brazoria County, Texas under County Clerk's File No. 35423 (the Original Deed of Trust, as supplemented by the Supplemental Deed of Trust, being hereinafter collectively called the "Deed of Trust"); and

WHEREAS, the Grantor and the Bank have agreed that (i) the unpaid indebtedness evidenced by the First Renewal Note shall be renewed, extended and rearranged as set forth hereinbelow and (ii) the Bank shall make certain additional advances to the Grantor (the "New Additional Advances"), which New Additional Advances constitute further or future indebtedness of the Grantor to the Bank as originally contemplated in the Deed of Trust; and

WHEREAS, the unpaid indebtedness owing on the First Renewal Note and the New Additional Advances are now evidenced by (i) that certain promissory note dated November 4, 1985 (the "Revolving Note"), executed by the Grantor, payable to the order of the Bank, in the original principal amount of \$5,000,000, being payable in the amounts, at the interest rate and on the dates stipulated therein and being finally due and payable on or before September 1, 1987, and (ii) that certain promissory note dated November 4, 1985 (the "Demand Note"), executed by the Grantor, payable to the order of the Bank, in the original principal amount of \$2,800,000, being payable in the amounts and at the interest rate stated therein and being finally due and payable on demand, or if no demand be made, on or before January 6, 1986 (the Revolving Note and the Demand Note being hereinafter collectively called the "Second Renewal Notes"); and

WHEREAS, the Grantor desires to evidence of record that (i) the Second Renewal Notes represent (a) the renewal,

extension and rearrangement of the unpaid principal balance owing on the First Renewal Note and (b) the New Additional Advances and (ii) the liens, assignments and security interest created under and by virtue of the Deed of Trust shall secure not only the Second Renewal Notes, but all indebtedness of Grantor now existing or hereafter arising under and by virtue of the Second Renewal Notes or any other instruments evidencing or securing the indebtedness evidenced by the Second Renewal Notes.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

That, for and in consideration of the premises and the mutual covenants and agreements of the parties contained herein, the Grantor and the Bank agree that the indebtedness evidenced by the First Renewal Note has been renewed, extended and rearranged all in accordance with the terms of and as set forth in the Second Renewal Notes.

Further, the Grantor does hereby GRANT, BARGAIN, SELL, ASSIGN, TRANSFER and CONVEY unto the Trustee, all the Mortgaged Properties described in the Deed of Trust and, Grantor, as Debtor, does hereby grant to the Bank, as Secured Party, a security interest in all the Mortgaged Properties which may be subject to the Uniform Commercial Code; all for the purpose of securing (i) the indebtedness evidenced by the Second Renewal Notes; (ii) all other and future indebtedness of Grantor, now or hereafter existing under or by virtue of the instruments evidencing or securing the indebtedness evidenced by the Second Renewal Notes and (iii) any and all renewals, extensions or rearrangements of all or any part of said indebtedness; for all intents and purposes as if all such indebtedness were specifiincluded within the term *Secured described and Obligations" as set forth in the Deed of Trust. Except as herein supplemented to specifically secure the indebtedness of Grantor hereinabove set forth, the Deed of Trust is hereby ratified and confirmed as being in full force and effect for all purposes as a first and prior lien and security interest upon the Mortgaged Properties.

EXECUTED in multiple counterparts, each of which shall be deemed an original but all of which shall constitute one in the same instrument, as of the 4th day of November, 1985.

By CONSTRUCTION,

INC

By Construction,

Inc

By Construction,

GRANTOR AND DEBTOR

MBANK HOUSTON, NATIONAL ASSOCIATION

By Therefored Revell
Name Theren Simul Senell
Title Assistant New Groundens

BENEFICIARY AND SECURED PARTY

THE STATE OF TEXAS 5000 COUNTY OF HARRIS

This instrument was acknowledged before me on Tovember 12, 1985 by G. Ruson Smith OF FISH ENGINEERING & CONSTRUCTION. INC., a Texas corporation, on behalf of said corporation.

My Commission Expires: 17 N 30, 1988

Notary Public in and for the State of Texas

THE STATE OF TEXAS

COUNTY OF HARRIS

This instrument was acknowledged before me on November 12 , 1985 by Theresa Jamail Sewell , Assistant Vice President of MBANK HOUSTON, NATIONAL ASSOCIATION,

a national banking association, on behalf of said banking association.

My Commission Expires:

SONJA BUNCH

Notary Public, State of Texas My Commission Expires June 5, 1989 Notary Public in and for the State of Texas

EXHIBIT A

to

SECOND SUPPLEMENTAL DEED OF TRUST AND SECURITY AGREEMENT

from

FISH ENGINEERING & CONSTRUCTION, INC. ("Grantor")

to

Walter B. Hendrick, Trustee for the use and benefit

οf

MBANK HOUSTON, NATIONAL ASSOCIATION

All those certain tracts or parcels of land situated in Brazoria County, Texas and being sore particularly described as follows:

- 1. Tract No. 23 of Brazos Coast Investment Company Subdivision No. 8, F. J. Calvit League, Abstract 51, Brazotia County, Texas, according to the map or plat thereof duly of record in Volume 2, Page 141 at maq. of the Plat Records of Brazotia County, Texas, to which reference is here made for all appropriate purposes.
- 2. Tract No. 21 out of the Brazos Coast Investment Company Subdivision No. 5, in the A. Calvit League, Abstract No. 51, Brazoria County, Texas, and being three separate tracts and being all of the said Tract No. 21, and lying North of the Intracoastal Canal and being described as follows:

Beginning at an iron rod in the Mortheast line of the said Tract No. 21, which bears South 45 degrees 36' East a distance of 20.0 feet from the original North corner of the said Tract No. 21, and being in the Southeast right-of-way line of County Road No. 756;

Thence South 45 degrees 36' East a distance of 661.0 feet to a point for corner and being on the bank of the Intracosstal Canal;

Thence Southwesterly along the bank of the Intracoastal Canal with the following geanders:

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- S. 48 degrees 44' W. a distance of 66.11 feet,
- 5. 50 degrees 30' W. a distance of 132.60 feet,
- S. 42 degrees 40' W. a distance of 65.96 feet to a point for corner and being in the Southwest line of the said Tract No. 21;

Thence North 45 degrees 36' West along the Southwest line of the said Tract No. 21 a distance of 654.0 feet to an iron rod for corner and being in the Southeast right-of-way line of County Road No. 756:

Thence Worth 44 degrees 24' East along the Southeast right-of-way line of County Road No. 756 a distance of 263.7 feet to the Place of Beginning and containing 3.974 acres of land, were or less.

- 3. Tract No. 22, Brazos Const Investment Company Subdivision, Division No. 8, F. J. Calvit League, Abstract 51, in Brazoria County, Texas, according to the map or plat thereof duly recorded in the office of the County Clark of Brazoria County, Texas, the same being the same property conveyed to Guifco Marine Maintenance, Inc., from B. L. Tanner by dead dated the 14th day of May, 1970, of record in Volume 1060, Page 535, Deed Records of Brazoria County, Texas, to which reference here is made for all purposes.
- 4. Tract No. 56, Brazos Coast Tovestment Company Subidivision No. 8, P. J. Calvit League, Abstract 51, Brazoria County, Texas, the same being the same property conveyed to Guifco Marine Maintenance, Inc., from B. G. Sandlin by deed dated the 14th day of May, 1970, of record in Volume 1060, Page 537, Deed Records of Brazoria County, Texas, to which reference is here made for all purposes.

- 3. THE SURFACE AND SURFACE ONLY of Tract 24, Brazo's Const Investment Company Subdivision No. 8, F. J. Calvit League, Abstract 51, Brazoria County, Texas, according to the map or plat thereof duly recorded in Volume 2, Page 141 et meq., Plat Records, Brazoria County, Texas.
- 6. THE SURFACE AND SURFACE OWLY of Tract 25, Brazos Coast Investment Company Subdivision Wo. 8, F. J. Culvit League, Abstract 51, Brazoria County, Texas, according to the map or plat thereof duly recorded in Volume 2, Page 141 at seq., Plat Records, Brazoria County, Texas.
- 7. Tract 55, Brazos Goset Investment Company Subdivision No. 8., 7. J. Calvit League, Abstract 51, Brazoria County, Texas, seconding to the map or plat thereof duly recorded in Volume 2, Page 141 et seq., Plat Records, Brazoria County, Texas.
- 8. Tract 57 out of Division 8 of the B.C.T.C. Subdivision, P. J. Calvit League, Abstract 51, Bresoria County, Texas, according to the map or plat thereof recorded in Volume 2, Page 143 of the Plat Records of Brazoria County, Texas.
- 9. Tract 58, of the Brasos Coast Investment Company Subdivision No. 8, in the P. J. Calvit League, Abstract No. 51, Brasoria County, Terms, according to the may or plat thereof recorded in Volume 2, Page 143 and 144 of the Flat Records of Brasoria County, Texas.



EXHIBIT A Page 2

FILES FOR RECORD

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COUNTY LERK BRAZERIA CODUTT. TERAS

Return 70: MSankHousiama P. O. Box 2629 Houston, Texas 77258 Attn: Loan Services — Velma

THIRD SUPPLEMENTAL DEED OF TRUST AND SECURITY AGREEMENT

THE STATE OF TEXAS
COUNTY OF BRAZORIA

This Third Supplemental Deed of Trust and Security Agreement executed by FISH ENGINEERING & CONSTRUCTION, INC., a Texas corporation (herein called "Granto.", with its office, principal place of business and address at 1990 S. Post Oak Road, Houston, Texas 77056 and MBANK HOUSTON, NATIONAL ASSOCIATION, and its successors and assigns (herein called the "Bank") as holder of the "Secured Obligations";

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WITNESSETH:

WHEREAS, Grantor executed and delivered that certain Deed of Trust and Security Agreement dated as of February 20, 1985 (herein called the "Original Deed of Trust"), to Walter B. Hendrick, Trustee, and his successor or successors or substitute in the trust, as "Trustee", for the use and benefit of the Bank, as Beneficiary and Secured Party, covering and describing all those certain tract(s) or parcel(s) of land situated in Brazoria County, Texas, being more fully described in Exhibit A attached hereto and hereby referred to and incorporated for all purposes, together with certain other properties and rights as more fully described in the Original Deed of Trust recorded in the Official Records of Real Property of Brazoria County, Texas under County Clerk's File No. 5934, reference being here made to the Original Deed of Trust, and the record thereof for further description of the properties, rights and interests therein described (all such properties, rights and interests being hereinafter called the "Mortgaged Properties");

WHEREAS, the Original Deed of Trust was executed and delivered to secure certain "Secured Obligations" to the Bank, including specifically, without limitation, that certain promissory note dated January 16, 1985, executed by Grantor, payable to the order of the Bank in the original principal amount of \$6,200,000 (the "Original Note"), as more fully therein described and set forth, reference being here made to the Original Deed of Trust as fully and for all purposes as if set forth herein in full; and

WHEREAS, among the specific itera of indebtedness included within the term "becured Obligations" and secured by the Original Deed of Trist are (i) any and relitenewals, rearrangements and extensions of the indebtedness described therein and (ii) any further sum or some constituting fifther or future indebtedness of Grantor to the Bank which indebtedness may be evidenced in various manners, it being originally contemplated that Grantor would become so indebted to the Bank; and

WHEREAS, the Original Note was renewed, rearranged, and extended by various written agreements, and pursuant to such written agreements, the Bank made additional advances to Grantor, it having been agreed that such additional advances constituted further or future indebtedness of Grantor to the Bank as originally contemplated in the driginal Deed of Trust (said additional advances being hereinafter called the "Additional Advances"); and

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WHEREAS, Grantor and the Bank agreed to a further renewal, extension and rearrangement of (i) the unpaid principal balance owing on the Original Note and (ii) the Additional Advances, such unpaid principal balance owing on the Original Note and such Additional Advances being evidenced by that certain promissory note dated October 1, 1985 (the "First Renewal Note"), payable to the order of the Bank in the original principal amount of \$7,300,000, being payable in the amounts at the interest rate and on the dates stipulated therein and being finally due and payable on or before January 6, 1986; and

WHEREAS, Grantor and the Bank executed that certain Supplemental Deed of Trust and Security Agreement dated as of October 1, 1935 (the "Supplemental Deed of Trust"), whereby Grantor ratified, confirmed, agreed and acknowledged that the liens, assignments, and security interests created under and by virtue of the Original Deed of Trust continued in full force and effect for the purpose of securing (i) the First Renewal Note, (ii) all other and future indebtedness of Grantor then existing or thereafter arising under or by virtue of the instruments evidencing or securing the First Renewal Note and (iii) any and all renewals, extensions or rearrangements of all or any part of said indebtedness, the Supplemental Deed of Trust being recorded in the Official Records of Real Property of Brazoria County, Texas under County Clerk's File No. 35423; and

WHEREAS, Grantor and the Bank agreed (i) to a further renewal, extension and rearrangement of the unpaid principal balance owing on the First Renewal Note and (ii) that the Bank would make certain additional advances to the Grantor (the "New Additional Advances"), which New Additional Advances constituted further or future indebtedness of the Grantor to the Bank as originally contemplated in the Original Deed of Trust; and

WHEREAS, the unpaid principal balance owing on the First Renewal Note and the New Additional Advances were evidenced by (i) that certain promissory note dated November 4, 1985 (the "Term Demand Note"), executed by Grantor, payable to the order of the Bank, in the original principal amount of \$5,000,000, being payable in the amounts and at the interest rate stated therein and being finally due and payable on demand, or if no demand be made, on September 1, 1937, and (ii) that certain promissory note dated November 4, 1985 (the "Revolving Demand Note"), executed by Grantor, payable to the order of the Bank, in the original principal amount of \$2,800,000, being payable in the amounts and at the interest rate stated therein and being finally due and payable on demand, or if no demand be made, on January 6, 1986 (the Term Demand Note and the Revolving Demand Note being hereinafter sometimes collectively called the "Second Renewal Notes"); and

WHEREAS, Grantor and the Bank executed that certain Second Supplemental Deed of Trust and Security Agreement dated as of November 4, 1985 (the "Second Supplemental Deed of Trust"), whereby Grantor ratified, confirmed, agreed and acknowledged that the liens, assignments, and security interests created under and by virtue of the Original Deed of Trust, as supplemented by the Supplemental Deed of Trust, continued in full force and effect for the purpose of securing (i) the indebtedness evidenced by the Second Renewal Notes, (ii) all other and future indebtedness of Grantor now or hereafter existing under or by virtue of the instruments evidencing or securing the indebtedness evidenced by the Second

Renewal Notes and (iii) any and all renewals, extensions, or rearrangements of all or any part of said indebtedness, the Second Supplemental Deed of Trust being recorded in the Official Records of Real Property of Brazoria County, Texas under County Clerk's File No. 39994 (the Original Deed of Trust, as supplemented by the First Supplemental Deed of Trust and the Second Supplemental Deed of Trust being hereinafter collectively called the "Deed of Trust"); and

WHEREAS, pursuant to various written agreements between Grantor and the Bank, (i) the unpaid principal balance owing on the Revolving Demand Note was renewed, rearranged and extended and was evidenced by that certain promissory note dated July 15, 1987 (the "Second Revolving Demand Note"), executed by Grantor, payable to the order of the Bank, in the original principal amount of \$3,200,000, being payable in the amounts and at the interest rate stated therein and being finally due and payable on demand, or if no demand be made, on September 1, 1987 and (ii) the Bank made certain additional advances to Grantor, which additional advances were evidenced by that certain promissory note dated July 22, 1987 (the "Additional Advances Note"), executed by Grantor, payable to the order of the Bank, in the original principal amount of \$500,000, being payable in the amounts and at the interest rate stated therein and being finally due and payable on demand, or if no demand be made, on September 1, 1987, it having been agreed that such additional advances constituted further or future indebtedness of Grantor to the Bank as originally contemplated in the Deed of Trust; and

WHEREAS, Grantor and the Bank have agreed to a renewal, rearrangement and extension of the unpaid principal balance owing on the Term Demand Note, the Second Revolving Demand Note and the Additional Advances Note as set forth hereinbelow; and

WHEREAS, the unpaid principal balance owing on the Term Demand Note is now evidenced by that certain promissory note dated as of September 1, 1987 (the "New Term Demand Note"), executed by Grantor, payable to the order of the Bank, in the original principal amount of \$3,213,000, being payable in the amounts and at the interest rate stated therein and being finally due and payable in demand, or if no demand be made, on October 15, 1988; and

WHEREAS, the unpaid principal balance owing on the Second Revolving Demand Note and the Additional Advances Note are now evidenced by that certain promissory note dated as of September 1, 1987 (the "New Revolving Demand Note"), executed by Grantor, payable to the order of the Bank, in the original principal amount of \$3,300,000, being payable in the amounts and at the interest rate stated therein and being finally due and payable on demand, or if no demand be made, on October 15, 1987; and

WHEREAS, Grantor desires to evidence of record that the liens, assignments and security interests created under and by virtue of the Deed of Trust shall secure not only the New Term Demand Note and the New Revolving Demand Note, but all indebtedness of Grantor now existing or hereafter arising under and by virtue of the New Term Demand Note and the New Revolving Demand Note or any other instruments evidencing or securing the indebtedness evidenced by the New Term Demand Note and the New Revolving Demand Note.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

That, for and in consideration of the premises and the mutual covenants and agreements of the parties contained herein, Grantor and the Bank agree that the indebtedness evidenced by the Term Demand Note, the Second Revolving Demand Note and the Additional Advances Note have been renewed, extended and rearranged all in accordance with the terms of and as set forth in the New Term Demand Note and the New Revolving Demand Note.

Grantor does hereby ratify, confirm, agree and acknowledge that all liens, assignments and security interests securing the payment of the Original Note, the First Renewal Note, the Second Renewal Notes, the Second Revolving Demand Note and the Additional Advances Note, including, without limitation, the Deed of Trust, are continued in full force and effect for the purpose of securing the New Term Demand Note, the New Revolving Demand Note and any and all other indebtedness of Grantor now or hereafter existing under or by virtue of the instruments evidencing or securing the indebtedness evidenced by the New Term Demand Note and the New Revolving Demand Note and any renewals, rearrangements or extensions thereof. Further, Grantor does hereby GRANT, BARGAIN, SELL, ASSIGN, TRANSFER, and CONVEY unto the Trustee, all the Mortgaged Properties described in the Deed of Trust and, Grantor, as Debtor, does hereby grant to the Bank, as Secured Party, a security interest in all the Mortgaged Properties which may be subject to the Uniform Commercial Code; all for the purpose of securing (i) the indebtedness evidenced by the New Term Demand Note and the New Revolving Demand Note; (ii) all other and future indebtedness of Grantor, now or hereafter existing under or by virtue of the instruments evidencing or securing the indebtedness evidenced by the New Term Demand Note and the New Revolving Demand Note and (iii) any and all renewals, extensions, or rearrangements of all or any part of said indebtedness; for all intents and purposes as if all such indebtedness were specifically described in the Deed of Trust. Except as herein supplemented to specifically secure the indebtedness of Grantor hereinabove set forth, the Decd of Trust is hereby ratified and confirmed as being in full force and effect for all purposes as a first and prior lien and security interest upon the Mortgaged Properties.

EXECUTED in multiple counterparts, each of which shall be deemed an original, but all of which shall constitute one in the same instrument, as of the 1st day of September, 1987.

FISH ENGINEERING & CONSTRUCTION,

INC.

Name

GRANTOR AND DEBTOR

MBANK HOUSTON, NATIONAL ASSOCIATION

MBank Houston, National Associotion 910 Travis Street

Hosuton, Texas 77002

Name

Title

BENEFICIARY AND SECURED PARTY

THE STATE OF TEXAS COUNTY OF HARRIS

Commission Expires:

This instrument was acknowledged before me on the 17th day of September, 1987, by Theresa Innail Sewell.

View President of MBank Houston, National Association, a national banking association, on behalf of said association.

ARY DIMENSIONAL DESCRIPTION OF THE PROPERTY O

EXHIBIT A

All those certain tracts or parcels of land situated in Brazoria County, Texas and being more particularly described as follows:

- 1. Tract So. 23 of Brazos Coast Investment Company Subdivision No. S. F. J. Calvit League, Abstract 51, Brazoria County, Texas, according to the map or plat thereof duly of record in Volume 2, Page 141 et see. of the Flat Records of Brazoria County, Texas, to which reference is here made for All appropriate purposes.
- 2. Tract No. 21 out of the Brazos Coast Investment Company Subdivision No. 8, in the A. Calvit League, Abstract No. 51, Brazoria County, Texas, and being three asparate tracts and being all of the said Tract No. 21, and lying North of the Intracoastal Canal and being described as follows:

Reginning at an iron rod in the Northeast line of the said Tract No. 21, which bears South 45 degrees 36' East a distance of 20.0 feet from the original North corner of the said Tract No. 21, and being in the Southeast right-of-way line of County Road No. 756;

Thence South 45 degrees 36' East a distance of 661.0 feet to a point for corner and being on the bank of the Intracoastal Canal;

Thence Southwesterly along the bank of the Intracoastal Canal with the following meanders:

- S. 48 degrees 44' W. a distance of 56.11 feet,
- S. 50 degrees 30° W. a distance of 132.60 feet,
- S. 62 degrees 40' W. a distance of 65.96 feet to a point for corner and being in the Southwest line of the said Tract No. 21;

Thence North 45 degrees 36' Wast along the Southwest line of the said Tract No. 21 a distance of 654.0 feet to an iron rod for corner and being in the Southeast right-of-way line of County Road No. 756;

Theore North 44 degrees 24' East along the Southeast right-of-way line of County Road No. 756 a distance of 263.7 feet to the Place of Beginning and containing 3.974 acres of land, more or legs.

- 3. Tract No. 22, Brazos Coast Investment Company Subdivision, Division No. 8, F. J. Calvit League, Abstract 51, in Brazoria County, Texas, according to the map or plat thereof july recorded in the office of the County Clerk of Brazoria County, Texas, the same being the same property conveyed to Culfco Marine Maintenance, Inc., from B. L. Tanner by deed dated the 14th day of May, 1970, of record in Volume 1060, Page 535, Deed Records of Brazoria County, Texas, to which reference here is made for all purposes.
- 4. Tract No. 56, Braze's Coast Investment Company Subidivision No. 8, F. J. Calvit League, Abstract 51, Brazeri. County, Texas, the same being the same property conveyed to Gulfes Marine Maintenance, Inc., from B. G. Saudlin by deed dated the 14th day of May, 1970, of record in Volume 1060, Page 537, Deed Records of Brazeria County, Texas, to which reference is here made for all purposes.

- 5. THE SURFACE AND SURFACE ONLY of Treet 24, Brazos Coast Investment Company Subdivision No. 8, F. J. Calvit League, Abstract 51, Brazoria County, Texas, according to the map or plat thereof duly recorded in Volume 2, Fage 141 et seq., Flat Records, Brazoria County, Texas.
- 6. THE SURFACE AND SURFACE CHLT of Tract 25, Brazes Coast Investment Company Subdivision No. 8, F. J. Calvit League, Abstract 51, Brazeria County, Texas, according to the map or plat thereof duly recorded in Volume 2, Page 141 et seq., Plat Records, Brazeria County, Texas.
- 7. Tract 55, Brazos Coust Investment Company Subdivision No. 8., P. J. Calvit Lesgue, Abstract 51, Brazoria County, Taxas, according to the map or plat thereof duly recorded in Volume 2, Page 141 at seq., Plat Records, Brazoria County, Taxas.
- 8. Tract 57 out of Division 8 of the B.C.I.C. Subdivision, F. J. Calvit League, Abstract 51, Brazoria County, Texas, according to the map or plat thereof recorded in Volume 2, Page 143 of the Plat Records of Brazoria County, Texas.
- 9. Tract 58, of the Brazos Coast Investment Company Subdivision No. 8, in the F. J. Calvit League, Abstract No. 51, Brazoria County, Texas, according to the map or plat thereof recorded in Volume 2, Page 143 and 144 of the Plat Records of Brazoria County, Texas.

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EXHIBIT A Page 2

HOUSTON/FISH ENGINEERING/HARRIS AND BRAZOPIA

WHEN RECORDED RETURN TO:
David R. Hewlett
Winstead, McGuire, Sechrest & Minick
5400 Renaissance Tower
1201 Elm Street
Dallas. Texas 75270

ASSIGNMENT OF LOAN DOCUMENTS, LIENS AND SECURITY INTERESTS

- 1. Assignment. MBANK HOUSTON, N.A., a national banking association ("Assignor'), for good and valuable consideration received from MCORP MANAGEMENT SOLUTIONS INC., a Texas corporation ("Assignee"), the receipt and sufficiency of which are hereby acknowledged, has TRANSFERRED, ASSIGNED, GRANTED and CONVEYED and by these presents does TRANSFER, ASSIGN, GRANT and CONVEY unto Assignee, its successors and assigns the Loan Documents (hereinafter defined), together with all attendant liens, rights, titles, assignments and interests (including security interests in fixtures and otherwise), pertaining to or arising from the Loan Documents or indebtedness described therein (the "Loan") TO HAVE AND TO HOLD the Loan Documents together with all attendant liens, rights, titles, assignments and interests (including security interests in fixtures and otherwise), pertaining to or arising from the indebtedness described therein unto Assignee, its successors and assigns to its and their own use and behalf (referred to herein, collectively, as the "Collateral").
- 2. <u>Assigned Documents</u>. As used herein, the term *Loan Documents* shall mean, collectively, the following:
 - A. Commercial Term Note (the "Note") dated September 1, 1987, executed by Fish Engineering & Construction, Inc. ("Borrower") in the original principal amount of \$3,213,000.00.
 - B. Letter Agreement dated September 1, 1987, by and between Assignor and Borrower.
 - C. Letter Agreement dated May 8, 1987, between Assignor, Fish E. & C. Investments, Ltd. and the Royal Bank of Canada.

- D. Assignment and Hypothecation, dated May 8, 1987, between Fish E. & C. Investments, Ltd. and Assignor.
- E. Deed of Trust dated February 20, 1985, and recorded in the Official Public Records of Real Property of Harris County, Texas under Clerk's File No. KJ907610, Film Reference No. 028-74-0389, covering the real property described in <a href="Exhibit "A" attached hereto and incorporated herein for all purposes, and the other real and personal property described therein including but not limited to any and all fixtures.
- F. Supplemental Deer f Trust and Security Agreement dated October 1, 1985, at recorded in the Official Public Records of Real Property of Harris County, Texas under Clerk's File No. 8244343, Film Reference No. 028-74-0370.
- G. Second Supplemental Deed of Trust and Security Agreement dated November 4, 1985, and recorded in the Official Public Records of Real Property of Harris County, Texas under Clerk's File No. K296136, Film Reference No. 031-77-0721.
- H. Third Supplemental Deed of Trust and Security Agreement dated September 1, 1987, and recorded in the Official Public Records of Real Property of Harris County, Texas under Clerk's File No. L346784, Film Reference No. 193-24-2469.
- I. Deed of Trust and Security Agreement, dated February 20, 1985, and recorded in Volume 85104, Page 428 of the Official Records of Real Property of Brazoria County, Texas covering the real property described in Exhibit "B" attached hereto and incorporated herein for all purposes and the other real and personal property described therein including but not limited to any and all fixtures.
- J. Supplemental Deed of Trust and Security Agreement dated October 1, 1985, and recorded in Volume 85195, Page 824 of the Official Records of Real Property of Brazoria County, Texas.
- K. Second Supplemental Deed of Trust and, Security Agreement dated November 4, 1985, and recorded in Volume 85210, Page 418 of the Official Records of Real Property of Brazoria County, Texas.
- L. Third Supplemental Deed of Trust and Security Agreement dated September 1, 1987, and recorded in Volume 87468, Page 131 of the Official Records of Real Property of Brazoria County, Texas.

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- M. Security Agreement (General) dated April 4, 1985, executed by Borrower and covering the personalty described therein.
- N. Security Agreement (General) dated February 20, 1985, executed by Borrower and covering the personalty described therein.
- O. Security Agreement (General) dated May 26, 1987, executed by Borrower and relating to the personalty described therein.
- P. Security Agreement-Equipment (undated) executed by Borrower and relating to the personalty described therein.
- Q. Owner's Consent-General dated April 11, 1985, executed by Fish Service Corporation.
- R. Subordination & Consent Agreement dated October 10, 1985, among C.B. Ames, the Fish Investment Corporation, T.D. Tabbert, Dawn M. Simecheck, Borrower and Assignor, and recorded in the Official Records of Real Property of Brazoria County, Texas under Clerk's File No. K244344, Film Reference No. 028-74-0375.
- S. Subordination & Consent Agreement dated October 10, 1985, among C.B. Ames, the Fish Investment Corporation, T.D. Tabbert, Dawn M. Simecheck, Borrower and Assignor and recorded in Volume 85195, Page 829 of the Official Public Records of Real Property of Harris County, Texas.
- T. Deed of Trust dated October 10, 1985, and recorded in Volume 85195, Page 835 of the Official Records of Real Property of Brazoria County, Texas covering the real property described in Exhibit "C" attached hereto and incorporated herein for all purposes, and the other real and personal property described therein including but not limited to any and all fixtures.
- U. Commercial Revolving Credit Note ("Note") dated September 1, 1987 in the original principal amount of \$3,700,000.00 and executed by Borrower.
- V. Security Agreement dated September 1, 1987, executed by Borrower and covering the personalty described therein.
- W. Addendum to Security Agreement dated September 1, 1987.

- X. Owner's Consent to Pledge-Specific Indebtedness dated September 1, 1987, executed by C. B. Ames, T. D. Tabbert, and Don M. Simecheck, and Addendum to Owner's Consent to Pledge of even date therewith.
- Y. All other agreements, instruments, certificates and documents including but not limited to financing statements, participation agreements, assignments of rents and leases, indentures, letters of credit, mortgagee policies of title insurance, casualty, hazard and liability policies of insurance, life insurance policies, certificates of deposit, escrow accounts, if any, and other writings executed or delivered to Assignor in connection with or pertaining to the transaction and indebtedness evidenced by the Note, or secured by the Security Agreements, Deeds of Trust and other Loan Documents described above.

- 3. Participation Interest. The parties hereto specifically contemplate that the Assignor shall, contemporaneously herewith, receive a participation in the Loan pursuant to and in accordance with the terms and conditions of a participation agreement to be executed by and between the parties in form and substance acceptable to Assignor and Assignee.
- 4. <u>Covenants</u>. Assignor hereby covenants and agrees as follows:
 - A. The undersigned acting on behalf of Assignor has full power and authority to assign, transfer and convey the matters described herein.
 - B. Assignor is the current owner and holder of (i) the indebtedness evidenced by the Note, and (ii) the Loan Documents.
 - C. To execute or endorse any and all other documents and to take any and all actions as Assignee may reasonably request to effectuate the transfer of the Loan, Loan Documents and Collateral contemplated hereby.

This Assignment of Loan Documents, Liens and Security Interests shall be effective as to the transfer of the matters set forth herein as of the date hereof.

IN WITNESS WHEREOF, Assignor has caused this Assignment of Loan Documents, Liens and Security Interests to be executed effective as of, although not necessarily on, the 1st day of January, 1988.

MBANK HOWSTON, N.A.

Name:

Title:

ACCEPTED:

MCORP MANAGEMENT SOLUTIONS INC.

P. O. Box 500

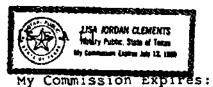
Houston, Texas 77251-05?

Name:

itle: Vice Pre

STATE OF TEXAS \$

COUNTY OF wasts \$

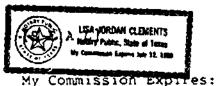


Notary Public, State of Texas

Printed Name of Notary Public

STATE OF TEXAS S

This instrument was ACKNOWLEDGED before me on Man 3, 1988, by Susan Schwartz, Vice fresident of MCorp Management Solutions Inc., a Texas corporation, on behalf of said corporation.



Notary Public, State of Texas

Printed Name of Notary Public

334:H033088BB.00 033183LLP1 -5-

EXHIBIT "A"

Property Description

All those certain tracts or parcels of land mituates in Marris County, Texas and being more particularly described as follows:

- 1. Lote Three Hundred Sixty-Saven (367) and Three Hundred Sixty-Eight (368), of LA PORTE CETLOT an addition in Harris County, Texas according to the map or plat thereof recorded in Volume 61, Page 374, of the Deed Records of Harris County, Texas.
- 2. A tract of land being Lot 370 and the West 161.33 feat of Lot 369.
 "LA PORTS CUTLOTS", in the City of Laforte, Earris County, Texas, according to the map or plat thereof recorded in Volume 61, Page 374 of the Deed Escorde of Harris County, Texas, and being more perticularly described by mates and bounds as follows:

EEGINHING at a 1/2 isch from rod found marking the Northwest corner of Lot 370, which point is on the East right-of-way line of Underwood Road, 60.00 feat wide;

THENCE East, along the North line of Lot 370 and the W. 161.33 feet of Lot 369, a distance of 645.33 feet to a 1/1 inch iron rod set marking the Northeast corner of the W. 161.33 feet of Lot 369;

TRINCE South, along the East line of the W. 161.33 feet of Lot 369, on the West line of the E. 322.67 feet of Lot 369, a distance of 484.3 feet to a 1/2 inch iron rod set marking the Southeast corner of the W. 161.33 feet of Lot 369;

THENCE West, along the South line of the W. 161.33 feet of Lot 369 and Lot 370, a distance of 645.33 feet to a 1/2 inch iron rod set for marking the Southwest corner of Lot 370, which point is on the East right-of-way of Underwood Road, 60.00 feet wide;

THENCE North, along the West line of Lot 370, on the East right-of-way line of Underwood Road, 60.00 feet wide, a distance of 484.3 feet to the place of beginning.

3. The West 161.33 feet of Lot 370, LaPORTE OUTLOTS in the City of LaPorte, Texas, according to the map thereof recorded in Volume 61, Page 374 of the Deed Records of Marris County, Texas, and also being 'move as the South 484.3 feet of Lot 557-1/2, LaPorte Outlots, which is that portion of Lot 370 in conflict with the Michelas Klopper Survey and being more particularly crecibed as follows, to-writ:

BEGINNING at a 1/2" from rod found marking the Morthwest corner of Lot 370, which point is on the East right-of-way line of Under- nd Road, 80° wide;

TREMCE East along the North line of Lot 370, a distance 40 (6).33 feet to a scient for corner:

THENCE South parallel with the East line of Underwood Road a distance of 484.3 feet to the South line of Lot 370;

TREMCE Must along the South line of Lot 370 a distance of 161.33 faut to the Southwest corner of Lot 370 and the East line of Underwood Road:

TRENCE Morth along the East line of Underwood Road a distance of 484.3 feet to a point for corner and place of beginning.

EXHIBIT "A" (continued)

4. The East 322.67 feet of Lot 369 of LA PORTE CUTLOTS, in the City of La Porte, Herrie County, Taxee, according to the map or plat thereof recorded in Valume 61, Page 374 of the Deed Records of Harris County, Taxee, and being more particularly described as follows:

BEGINNING at a 1/2 inch iron rod for the Morthwest corner of this tract located in the North line of said Lot 369, said beginning point also being the northeast corner of the Fish Engineering and Construction, Inc. Tract, and being recorded in County Clark File No. D-420591 and No. D-420586, from which a 5/8 inch iron rod marking the northwest corner of Lot 370 and located in the East right-of-way line of Underwood Road (60 ft. wide), bears West, passing the Northwest corner of Lot 369 at 161.33 feet, in all a total distance of 645.33 feet;

THERCE East along the North line of said lot 369 a distance of 322.67 feet to a 5/8 inch iron rod set for the northeast corner of this tract and the northeast corner of Lot 369, from which a linch iron pipe marking the Northeast corner of Lot 363 bears East a distance of 2,905.0 feet;

THEMCE South 0 deg. 01 min. 00 eac. East perallel to the East right-of-way line of Underwood Road and along the East line of said lot 369, a distance of 484.30 feet to a 5/8 lach from red set for corner and being the southeast corner of said lot 369;

TEENCE West along the south line of Lot 369, a distance of 322.67 feet to a 5/8 inch iron rod set for corner from which a 5/8 inch iron rod setting the Southwest corner of Lot 370 located in the East right-of-way line of Underwood Road bears West, passing the southeast corner of Lot 369 at 161.33 feet, in all a total distance of 645.33 feet;

THENCE North O deg. 01 min. 00 sec. Mest, perallel to Underwood Road, and along the East line of the Pish Engineering and Construction, Inc. tract, a distance of 464.30 feet to the PLACE OF SECINETING and containing 3.5874 acres of land.

....

EXHIBIT "B"

Property Description

All those certain tracts or parcels of land situated in Brazoria County, Texas and being more particularly described as follows:

- 1. Tract No. 23 of Brazos Count Investment Company Subdivision No. 8, F. J. Calvit League, Abetract 51, Brazoria County, Texas, according to the map or plat thereof duly of record in Volume 2, Page 141 et seq. of the Piat Records of Brazoria County, Texas, to which reference is here unde for all appropriate purposes.
- Tract No. 21 out of the Brazos Coset Investment Company Subdivision No. 8. in the A. Calvit League, Abstract No. 51, Brazoria County, Texas, and being three separate tracts and being all of the said Tract No. 21, and lying North of the Intracoastal Canal and being described as follows:

Beginning at an iron rod in the Northeast line of the said Tract . No. 21, which bears South 45 degrees 36' East a distance of 20.0 feet from the original North corner of the said Tract No. 21, and being in the Southeast right-of-way line of County Road No. 756;

Thence South 45 degrees 36' East a distance of 661.0 feet to a point for corner and being on the bank of the Intracoastal Canal;

Thence Southwesterly along the bank of the Intracoastal Canal with the following manders:

- 48 degrees 44° W. a distance of 66.11 feet,
 50 degrees 30° W. a distance of 132.60 feet,
- 5. 42 degrees 40' W. a distance of 65.96 feet to a point for corner and being in the Southwest line of the said Tract No. 21;

Thence North 45 degrees 36' West along the Southwest line of the wald Tract No. 21 a distance of 654.0 feet to an iron rod for corner and being in the Southeast right-of-way line of County Road No. 756:

Thesee North 44 degrees 24' East along the Southeast right-of-way line of County Road No. 756 a distance of 263.7 feet to the Place of Reginning and containing 3.974 acres of land, more or lass.

- Tract No. 22, Brazos Coast Investment Company Subdivision, Division No. 8, F. J. Calvit League, Abstract 51, in Brazoria County, Texas, according to the map or plat thereof duly recorded to the office of the County Clerk of Brazoria County, Texas, the same being the same property conveyed to Gulfco Marine Maintenance, Inc., from B. L. Tanner by deed dated the 14th day of May, 1970, of record in Volume 1960, Page 535, Deed Records of Brazoria County, Texas, to which reference here is made for all purposes.
- 4. Tract No. 56, Brazos Const Investment Company Subidivision No. 8, F. J. Calvit Lesgue, Abstract 51, Brazoris County, Texas, the same being the same property conveyed to Gulfan Marine Maintenance, Inc., from B. G. Sandlin by dead dated the 14th day of May, 1970, of record in Volume 1060, Page 537, Deed Records of Brazoria County, Taxas, to which reference is here made for all purposes.
- THE SURFACE AND SURFACE ONLY of Tract 24, Brozon Count Investment Company Subdivision No. 8, P. J. Calvit League, Abstract 51, Brazoria County, Texas, according to the map or plat thereof duly recorded in Volume 2, Page 141 at meq., Plat Records, Brazoria County, Texas.
- THE SURFACE AND SURFACE ORLY of Tract 25, Brazos Coast Investment Company Subdivision No. 8, F. J. Ceivit League, Abstract 51, Brazoria County, Taxas, according to the map or plat thereof duly recorded in Volume 2, Page 141 at mag., Flat Records, Brasoria County, Texas.

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EXHIBIT "B" (continued)

- 7. Tract 55, Brazos Count Investment Company Subdivision No. 8., P. J. Calvit League, Abstract 51, Brazoris County, Texas, according to the map or plat thereof duly recorded in Volume 2, Page 141 et seq., Plat Records, Brazoris County, Texas.
- B. Tract 57 out of Division 8 of the B.C.I.C. Subdivision, 7, J. Calvit League, Abstract 51, Brazoris County, Texas, according to the map or plat thereof recorded in Volume 2, Page 143 of the Pist Records of Brazoris County, Texas.
- 9. Tract 56, of the Brazos Coast Investment Company Subdivision No. 8, in the F. J. Calvit League, Abstract No. 51, Brazoria County, Texas, according to the map or plat thereof recorded in Volume 2, Page 143 and 144 of the Plat Records of Brazoria County, Texas.

4 111

EXHIBIT "C"

Property Description

All those certain tracts or parcels of land situated in Brazeria County, Texas and being more particularly described as follows:

- Tract No. 23 of Breson Coast Investment Company Subdivision No. 8, F. J. Colvis Langue, Abstract Si, Brazoria County, Texas, according to the map or plat theraof duly of record in Volume 2. Page 141 et seg. of the Plat Laudida of Scanoria County, Texas, to which reference is here made for all appropriate purposes.
- Tract No. 21 out of the Brasos Coast Investment Company Subdivision No. 8, in the A. Calvit League, Abstract No. 51, Brazoria County, Taxes, and being three separate tracts and being all of the said Tract No. 21, and lying North of the Intracoastal Canal and being described as follows:

Beginning at an iron rod in the Northeast line of the said Tract No. 21, which bears South 45 degrees 36' East a distance of 20.0 feet from the original Worth corner of the said Tract No. 21, and being in the Southeast right-of-way line of County Road No. 756;

Theace South 45 degrees 36' East a distance of 661.0 fee, to a point for corner and being on the bank of the Intracoastal Canal;

Thence Southwesterly along the bank of the Intracoastal Canal with the following meanders:

- S. 48 degrace 44' W. a distance of 66.11 feet,
- S. 50 degrees 30' W. a distance of 132.60 feet, S. 42 degrees 40' W. a distance of 65.96 feet to a point for corner and being in the Southwest line of the said Tract No. 21;

Thence North 45 degrees 36' West along the Southwest line of the said Tract No. 21 a distance of 654.0 feet to am iron rod for corner and being in the Southeast right-of-way line of County Road Mo. 756:

Thence Worth 44 degrees 24' East along the Southeast right-of-way line of County Road No. 756 a distance of 263.7 feet to the Place of Beginning and containing 3.974 acres of land, nore or less.

- Tract No. 72, Brazos Coast Investment Company Subdivision, Division No. 8. F. J. Calvit League, Abstract 51, in Bratoria County, Texas, according to the map or plat thereof duly recorded in the office of the County Clark of Brozorta County, Texas, the Tannar by dead dated the 14th day of May, 1970, of record in Volume 1060, Page 335, Deed Records of Brazoria County, Taxas, to which reference here is made for all purposes.
- 4. Tract No. 56, Brazos Coast Investment Company Subidivision No. 8, F. J. Calvit League, Abstract 51, Brazoria County, Texas, the same being the same property serveyed to Gulfco Marine Maintenance, luc., from B. G. Sandlin by deed dated the 16th day of May, 1970, of record in Volume 1060, Page 537, Deed Records of Brazoria County. Texas, to which reference is here made for all purposes.

EXHIBIT "C" (continued)

- 5. THE SUPPACE AND SURFACE ONLY of Tract 24, Brazon Coast Investment Company Subdivision No. 8, F. J. Calvit League, Abstract 51, Brazonie County, Taxas, according to the map or plat thereof duly recorded in Volume 2, Page 141 of seq., Plat Records, Brazonia County, Taxas.
- 4. THE SURFACE AND SURFACE ONLY of Tract 25, Brazon Conet levestment Company Subdivision No. 8, P. J. Calvit League, Abstract 51, Brazonia County, Texas, according to the map or plat thereof duly recorded in Volume 2, Page 141 et seq., Flat Recorde, Brazonia County, Texas.
- 7. Tract 55, Brazos Coset Investment Company Subdivision No. 8., F. J. Calvit League, Abstract 51, Brazoria County, Texas, according to the map of plat thereof duly recorded in Volume 2, Page 141 at seq., Pist Records, Brazoria County, Texas.
- 8. Tract 57 out of Division 8 of the E.C.I.C. Subdivision, F. J. Calvit League, Abstract 51, Braxofia County, Texas, according to the map of plat thereof recorded in Volume 2, Page 143 of the Flat Records of Braxoria County, Texas.
- 9. Tract 38, of the Brazoe Coast Investment Company Subdivision No. 5, in the F. J. Calvit League, Abstract No. 51, Brazoria County, Texas, according to the map or plat thereof recorded in Values 2, Fage 143 and 144 of the Fiat Records of Brazoria County, Texas.

THE STATE OF TEXAS COUNTY OF BRAZONIA

IL DOLLY BAILEY, Clark of the Desire Gears to and for Brazons County, Tamas dis forces as the Volume and proper time RED FOR RECORD 6: a RECORDED in the Volume and prope of the OFFICIAL RECORD 6: the U.S.

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Entel fi Mirin Weiselend, RCCC von So. Sur H. S. Mirick LCCC Mor engle is Sold So. 1717 Main Solver, College, Taxas VCLCL

RELEASE OF LIENS

THE STATE OF TEXAS § KNOW ALL MEN BY THESE PRESENTS: COUNTY OF BRAZORIA §

That, MCORP MANAGEMENT SOLUTIONS, INC., a Texas corporation (the "Holder"), being the present owner and holder of all the indebtedness and other obligations secured by the Security Instruments (hereinafter defined), for and in consideration of the sum of TEN DOLLARS (\$10.00) and other good and valuable consideration cash in hand paid, does hereby RELEASE, RELINQUISH and QUITCLAIM unto FISH ENGINEERING & CONSTRUCTION, INC. (the "Borrower"), and its successors and assigns all liens, mortgages, encumbrances, assignments and security interest held by the Holder against the real property described in Exhibit A attached hereto and the improvements thereon and personal property situated thereon, and created or existing by virtue of the following instruments (collectively the "Security Instruments") to-wit: (i) Deed of Trust and Security Agreement dated as of February 20, 1985, executed by 🕜 the Borrower to Walter B. Hendrick, Trustee, recorded under Clerk's File No. 5934 in Volume 104, Page 428 of the Official Records of Brazoria County, Texas, (ii) Supplemental Deed of Trust and Security Agreement dated as of October 1, 1985, executed by the Borrower in favor of MBank Houston, National Association (the "Bank"), recorded under Clerk's File No. 35423

THE CHARTER FITLE CO.
A265 SAN FULL F #260
HOUSTON, TEXAS 17027

\$8-1359 JAJ/LK

in Volume 195, Page 824 of the Official Records of Brazoria

County, Texas, (iii) Second Supplemental Deed of Trust and

Security Agreement dated as of November 4, 1985, executed by

the Borrower in favor of the Bank, recorded under Clerk's File

No. 39994 in Volume 210, Page 418 of the Official Records of

Brazoria County, Texas, and (iv) Third Supplemental Deed of

Trust and Security Agreement dated as of September 1, 1987,

executed by the Borrower in favor of the Bank, recorded under

Clerk's File No. 32765 in Volume 468, Page 131 of the Official Deed of

Records of Brazoria County, Texas.

For the consideration stated above, the Holder also RELEASES, RELINQUISHES and QUITCLAIMS the rights and liens, if any, acquired by the Holder by virtue of the instrument dated May 5, 1988, from the Bank to the Holder recorded in Volume 547, Page 83 of the Official Records of Brazoria County, Texas.

Nothing contained herein shall release the Borrower from its obligation to pay the indebtednesses described in the Security Instruments, all or portions of which remain unpaid and are secured by collateral other than that described in the Security Instruments.

EXECUTED this the 2044 day of 2000, 1989.

MCORP MANAGEMENT SOLUTIONS, INC.

Name: D. D. Title: Line Property

THE STATE OF TEXAS \$ \$ COUNTY OF HARRIS \$

This instrument was acknowledged before me on the 20 day of . 1989, by feel follows. INC. a Texas corporation, on behalf of said corporation.

My Commission Expires:

Notary Public in and for The State of Texas

rinted or Typed Name of Notary



A TIBIHKS

All those certain tracts or percels of land situated in Braseric County, Texas and being more particularly described as follows:

- 1. Tract Ro. 23 of Brazos Coar. .aventment Company Subdivision No. 8, F. J. Calvit League, Abstract 51, Brazoria County, Tazas, according to the unp or plat thermof duly of record in Valuma 2, Page 141 at eaq. of the Plat Sacords of Brazoria County, Tozas, to which reference to here und4 for all appropriate purposes.
- 2. Truct No. 21 out of the Brazon Conet Investment Company Subdivision No. 6, in the A. Colvit League, Abstract No. 51, Brazonia County, Taxon, and being three separate tracts and being all of the said Tract No. 21, and lying North of the Intracountal Canal and being described as follows:

Beginning at an iron rod in the Wortheast line of the said Treet We. 21, which beers South 45 degrees 36' East a distance of 20.0 feet from the original Worth corner of the said Treet We. 21, and being in the Southeast right-of-way line of County Road We. 756;

Theore South 45 degrees 36' East a distance of 441.0 feet to a point for corner and being on the beak of the Introcesstal Canal;

Theore Southwesterly along the bank of the Introconstal Canal with the following measure:

- S. 48 degrees 44' W. a distance of 66.11 feet,
- 5. 30 degrees 30' W. a distance of 132.60 feet,
- 1. 42 degrees 40' V. a distance of 65.96 feet to a point for corner and being in the Southwest line of the said Tract Fo. 21;

Theace North 45 degrees 16' West along the Southwest line of the said Tract No. 21 a distance of \$54.0 feet to as iron red for corner and being in the Southeast right-of-way line of County Road No. 756:

Thence North 44 degrees 24' East along the Southeast right-of-way line of County Road No. 756 a distance of 263.7 feet to the Place of Beginning and containing 3.974 acres of land, more or less.

- 7. Treet No. 22, Brazos Conet fevestment Company Subdivision, Division No. 8, F. J. Caivit League, Abstract 51, in Bratoria County, Texas, according to "ie may or plat thereof duly recorded in the office of the County Clerk of Brazoria County, Texas, the same being the same property conveyed to Gulfes Marine Maintenance, Inc., from B. L. Isonar by deed dated the 14th day of Nay, 1970, of record in Volume 1040, Page 333, Deed Records of Brazoria County, Texas, to which reference here is made for all purposes,
- 4. Tract No. 36, Brazos Coest Investment Company Subidivision No. 8, P. 2, Calvit League, Abstract 51, Brazoria County, Texas, the same being the same property conveyed to Guifee Marina Maintenance, Inc., from 8. G. Saedlin by deed deted the 14th day of May, 1970, of record in Volume 1060, Page 337, Deed Records of Brazoria County, Texas, to which reference is here made for all purposes.

- 5. THE SURFACE AND SURFACE CHUT. of Tract 24, Bress's Court levestment Company Subdivision No. 8, 7. J. Calvit League, Abstract 51. Brateria County. Texas, according to the map or plat thereof duly recorded in Tolum 2, Togo 161 at seq., Flat Records, Brazoria County, Tozas.
- 6. THE STREAM AND STREAM ONLY OF Tract 25, Brazes Coust levestment Company Subdivision No. 4, F. J. Calvit Longue, Matract 51, Prescrie County, Toxas, according to the map or plat twereof-duly recorded in Yolune 2, Page 141 ot seq., Plat Records, Brazoria County, Texas.
- 7. Tract 55, Brazos Coset levestment Company Subdivision No. 8., 7. J. Colvit League, Abstract 51, Brazotic County, Texas, according to the map or plat thereof duly recorded in Volume 2, Page 141 at seq., Plat Records, Brazotic County, Texas.
- 8. Tract 37 out of Division 8 of the B.C.I.G. Subdivision, P. J. Calvit League. Abstract 51. Brazoria County, Texas, according to the emp of plat thereof recorded in Volume 1, Page 14) of the Plat Records of Brazoria County, Texas.
- Tract 58, of the Brazos Coset Investment Company Subdivision No. 8, in the F. J. Calvit League, Abstract No. 51, Brazoria County, Texas, according to the map or plat thereof recorded in Volume 2, Page 14) and 144 of the Plat Records of Brazoria County, Texas.

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THE STATE OF TEXAS

COUNTY OF BIL

RELEASE OF LIEN

STATE OF TEXAS

COUNTY OF BRAZORIA

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS. FISH ENGINEERING & CONSTRUCTION, INC. ("Grantor") executed and delivered that certain DEED OF TRUST (the "Deed of Trust") dated October 10, 1985 to David A. Werner, Trustee for the benefit of C.B. AMES. T.D. TABBERT, D.M. SIMECHECK and FISH INVESTMENT CORPORATION, a Delaware corporation (collectively, "Grantees"), duly recorded in Volume 85195, Page 835 of the Official Public Records of Real Property of Brazoria County, Texas covering the following, to wit:

Various tracts of land in Brazoria County, Texas more particularly described on Exhibit "A" attached hereto and made a part hereof for all purposes

such Deed of Trust lien having been created to secure obligations of Grantor under that certain Indemnity and Payment Agreement dated of even date with the Deed of Trust;

NOW THEREFORE, for Ten and No/100 Dollars (\$10.00) and other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, Grantees do hereby release and discharge the hereinabove described property from any and all liens created by virtue of said Deed of Trust.

EXECUTED this the 20 day of January, 1989 to be effective as of the 20 day of January, 1989.

CR Amee

T.D. Tabbert

D.M. Simecheck

FISH INVESTMENT CORPORATION

By:

Name: J.R. Iraber Title: President

STATE OF TEXAS
COUNTY OF HARRIS

BEFORE ME, the undersigned authority, on this day personally appeared C. B. AMES known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 20th day of January, 1989.

Notary Public in and for TEXAS

Cary C. Newkirk

My Commission Expires: March 4, 1992

STATE OF TEXAS
COUNTY OF HARRIS

BEFORE ME, the undersigned authority, on this day personally appeared T. D. Tabbert known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 20th day of Jaruary, 1989.

Notary Public in and for TEXAS

Cary C. Newkirk
Printed Name of Notary

My Commission Expires: March 4. 1992

STATE OF TEXAS	§ § (S §		
COUNTY OF HARRI	is §		
whose name is subscr	ibed to the forego	ned authority, on this day personally known to me to be sing instrument, and acknowledged and consideration therein expressed	the person to me that
GIVEN UI of January, 1989.	NDER MY HANI	O AND SEAL OF OFFICE, this	day
		Notary Public in and for TEXAS	or
		Printed Name of Notary	
		My Commission Expires:	
STATE OF TEXAS	§ § IS §		
J. R. Imber Construction, Inc., kn to the foregoing instr the purposes and cons	nown to me to be to rument, and ackn sideration therein	ned authority, on this day personally of Fish Engi he person and officer whose name is a welledged to me that he executed the expressed and in the capacity there	neering & subscribed e same for in stated.
GIVEN U. of January, 1989.	NDER MY HANI C NE LE OF EXPIRE ACH A. MININIMANIAN	Cary C. Newkirk	or
		My Commission Expires: Marc	ch 4. 1992

Tract to, 22 of brance deast forements tempony Schilicates So. S. J. CALVIS begger, shatrest 31. Seasofly Greaty, Trace, seconding to the GSO of plat thereof only of record to Volume 3, Fage 545 as not, of the Flat Seconds of Memoria Greaty, Trace, so which reference is bore under for all appropriate purposes.

Tract No. 1; out of the Graces Court levelsment Coupery Additionies No. 8, is the A. Celvit Legger, Abstract No. 31, Besseris Creaty, Terms, and being three superste tracts and ining sil of the orld Tract No. 21, and lying South of the Intracesstal Canal and legged described on Englave:

Deginating of an area red in the Marthesat line of the smid fract No. 21, which buses South 43 degrees 36" fant a distance of 20.0 feet from the original Morth corner of the acid Trees No. 31, and being — in the Southesas right-of-way line of County Road No. 736;

Theore South 43 degrees 36' East a distance of Solid feet to a point for sermer and balog on the bank of the Latenosessa Cotal;

Theore Anuthmeterly slong the bank of the latrococcial Coasi with the following meanders:

5. 48 degrees 44' W. a distance of 66.11 foot, 5. 50 degrees 30' W. a distance of 123.00 foot, 2. 42 degrees 48' W. a distance of 65.94 foot to a paidt for Surner and being in the Southwest Line of the said Tract Ma, 25;

Thense Merth 65 degrees 26' West along the Southment line of the said Truck No. 21 a distance of 634.0 feet to as from you for southernst right-ofway line of County Read No. 734;

Though their 64 try rose 14' fact along the losthesst yightref-way line of Gauncy Rose No. 756 a distance of 862.7 fout on the Place of Regiming and containing 2.974 seres of last, more or less.

Tract No. 21, Brases Coset Investment Company Subdivision, Siriotes No. 6, F. J. Calvit Langue, Material St. in Brasesta County, Totale, countries to the one or plant thereof dely recorded in the office of the Greaty Click of Brasesta Greaty, Tanas, the same bring the came property conveyed to Guijoo Marise Maintenance, Inc., from 3, L. Tanaser by seed deard the tith day of lasy, 1970, of record to Volume 1960, Page 335, Seed Brasesta of Braseria Covery, Tomas, to which reference here in under for all purposes.

THE SURFACE AND SURFACE OFFER of Trans 24, Brance Chast Lavastment Somen Sundivision No. 9, 7. J. Calvis Langue, Matrice 21, Brancele Grunty, Tenes, seconding to the map or plat thereof duly recorded in Volume 2, Page 141 at may. Plat Records, Brancele Grunty, Tanas.

THE SURFACE AND SURFACE CHLT of Trace 25, Braces Coast Investment Country Subdivision No. 8, 7, J. Calvit League, Abstract 51, Braceria County, Texas, decording to the map or plat thereof duly recorded in Valous 2, Page 161 of eq., Plat Records, Breseria County, Texas.

Trant 55, brance Gotes investment Company Soldivision to, S., S. J. Calves Langue, Abstract 51, Braneria County, Touse, seconding to the map or plat thereof taly coorden in Values 2, Page 141 at page, Flat Retorie, Braneria County, Touse.

". Tract 37 out of Division E of the B.C.I.C. Schelvision, F. J. Calvit Lasgue, Abstract 31, Braseria County, Texas, according to the map or plat thereof recorded in Volume 1, Page 143 of the Plat Records of Braseria Gaunty, Taxas.

Troot 38. of the preson Coast levestern Company Subdivision No. 3, in the F. J. Calvit League, Abstract No. 51, Describ Greaty, Tenne, secreting to the map or plat thereof remeded in Volume 1, Page 113 and 142 of the Pint Reserve of Brancis County, Takes.

4. Tract No. 36, Brazos Goost Investment Company Subidivioles No. E. V. J. Calvit Longue, Abstract 31, Brazosia Causty, Tarse, the same being the name property conveyes to Guico Marine Mulminopere, Inc., from 8. G. Sandiin by dead dated the 14th day of May, 1970, of record in Valume 1040, fage 337, Dead Mesorde of Brasesia County. Tours, to which reference to here unde for all purposes.

Exhibit A

POOR ORIGINAL

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Dille Buly COUNTY CLERA

DOLLY BALLY, Own of the C

1932

GENERAL WARRANTY DEED WITH VENDOR'S LIEN

STATE OF TEXAS

\$ KNOW ALL PERSONS BY THESE PRESENTS:

THAT, FIS' I ENGINEERING & CONSTRUCTION, INC. (herein referred to as "Grantor"), for and in consideration of the sum of Ten Dollars (\$10.00) in hand paid to Grantor by HERCULES OFFSHORE CORPORATION (herein referred to as "Grantee"), whose mailing address is 11381 Meadowglen, Suite F, Houston, Texas 77082, and other good and valuable consideration, the receipt and sufficiency of which consideration are hereby acknowledged, and the further consideration of the execution and delivery by Grantee of certain promissory note or notes (herein referred to as the "Note" whether one or more) dated of even date herewith, payable to the order of Elders Finance, Inc., a New York corporation (herein referred to as the "Lender"), and bearing interest at the rate and being due and payable as therein set forth, the payment of which Note is secured by the vendor's lien herein retained in favor of the Leuder and additionally secured by a deed of trust of eve-date herewith executed by Grantee to Paul F. Helton, Jr., Trustee for the benefit of the Lender, as Beneficiary, to which deed of trust reference is hereby made for all purposes, has GRANTED, SOLD and CONVEYED and by these presents does GRANT, SELL and CONVEY unto Grantee, subject to the reservation hereinafter made, that certain tract of real property located in Brazoria County, Texas, as more particularly described on Exhibit A attached hereto, incorporated herein and made a part hereof for all purposes, together with (a) all buildings and other improvements owned by Grantor affixed thereto and (b) all and singular any rights and appurtenances of Grantor pertaining thereto, including any right, title and interest of Grantor (but without warranty, whether statutory, express or implied) in and to adjacent streets, alleys or rights-of-way (said real property together with any and all of such related improvements, rights and appurtenances being herein collectively referred to as the "Property").

TO HAVE AND TO HOLD the Property together with all and singular the rights and appartenances thereto in anywise belonging unto Grantee, its successors and assigns forever, subject to the matters herein stated; and Grantor does hereby bind itself and its successors and assigns to WARRANT AND FOREVER DEFEND

THE CHARTER TITLE CO.
4265 SAN FEURE 2350
HOUSTON, FEXAS 77027

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all and singular the Property unto Grantee, its successors and assigns forever, against every person whomsoever lawfully claiming or to claim the same or any part thereof; provided that this conveyance and the warranty of Grantor hereincontained are subject to those matters listed on Exhibit B attached hereto and made a part hereof for all purposes.

Notwithstanding any provision herein to the contrary, Grantor makes no warranties of any nature or kind, whether statutory, express or implied, with respect to the physical condition of the Property (including without limitation any and all improvements located thereon and/or comprising a part thereof), and Grantee by its acceptance of this Deed accepts the physical condition of the Property "AS IS, WITH ALL FAULTS".

But it is expressly agreed and stipulated that the vendor's lien and superior title in and to the Property is retained against the Property until the Note and all interest thereon are fully paid according to the face, tenor, effect and reading thereof, at which time this deed shall become absolute.

By virtue of Lender's having advanced and paid in cash to Grantor, at the instance and request of Grantee, that portion of the purchase price of the Property as is evidenced by the Note, the vendor's lien, together with the superior title to the Property, is retained herein for the benefit of the Lender and the same are hereby TRANSFERRED AND ASSIGNED to the Lender without recourse against Grantor in any manner for the payment of such indebtedness.

All ad valorem taxes and assessments for the Property for the year in which this Deed is executed have been prorated by the parties hereto as of the effective date of this Deed, and Grantee hereby expressly assumes liability for the payment thereof and for subsequent years. If such proration was based upon an estimate of such taxes and assessments for such year, then upon demand the parties hereto shall promptly and equitably adjust all such taxes and assessments as soon as actual figures for these items for such year are available.

EXECUTED (n ine date of	the acknowledgement nereinbelow, to be
effective however as of the	. 20 ²⁴	day of January, 1989.
		GRANTOR:
		FISH ENGINEERING & CONSTRUCTION, INC. Single 27 Bacco By: Est Lismering & Const., ' Name: Guera A. Basco Title: Toossum
STATE OF TEXAS	Ş	
COUNTY OF HARRIS	\$ \$	
Construction, Inc., known to the foregoing instrume	to me to be the ent, and acknowledge	ed authority, on this day personally appeared of Fish Engineering & e person and officer whose name is subscribed whedged to me that he executed the same for expressed and in the capacity therein stated.
GIVEN UNDE	R MY HAND	AND SEAL OF OFFICE, thisday
of January, 1989.		
		TEXAS
		Printed Name of Notary
		My Commission Expires:

Exhibit A

All those certain tracts or parcels of land situated in Brazoria County,

Texas and being more particularly described as follows:

Tract No. 23 of Reages Coast Investment Company Subdivision No. 8, 7, J.

Calvit League, Matract 31. Beaucris County, Texas, according to the map or plat thereof duly of record in Volume 2, Fage 141 at acq. of the Flat Records of Brancris County,

Texas, to which reference to here made for all appropriate purposes.

Track No. 21 out of the Brazos Coset Investment Company Subdivision No. 8, in the A. Celvit League, Abstract No. 31, Brazoria County, Texas, and being three separate tracts and being all of the said Tract No. 21, and lying Morth of the Intracountal Const and Leing described as follows:

Beginning at an iron rod in the Horthesst line of the said Tract No. 21, which bears South 43 degrees 36' East a distance of 20.0 feet from the original North corner of the said Tract No. 21, and being — in the Southesst right-of-way line of County Road No. 756:

Thence South 45 degrees 36' East a distance of 661.0 feet to a point for corner and being on the bank of the intracoastal Canal;

Theore Southwesterly along the bank of the Intraconstal Canal with the following meanders:

- S. 48 degrees 44' W. a distance of 66.11 feet.
- \$. 50 degrees 30' W. a distance of 132.60 feet,
- S. 42 degrees 40' W. a distance of 65.96 feet to a point for corner and being in the Southwest line of the said Tract No. 21;

Theree North 45 degrees 36' West along the Southwest line of the said Tract No. 21 a distance of 654.0 feet to as from sod for corner and being in the Southenet right-of-way line of County Road No. 756:

Thence North 44 degraes 24° East along the Southeast right—of-way line of County Road No. 736 a distance of 263.7 feet to the Place of Beginning and containing 3.974 acres of land, wore or less.

Tract No. 21, Brazos Coast Investment Company Subdivision, Division No. 6, F. J. Calvit League, Abstract 51, in Brazoria County, Texas, according to the map of plat thereof duly recorded in the office of the County Clerk of Brazoria County, Texas, the same being the same property conveyed to Gulfco Marine Maintenance, Inc., from B. L. Tanner by deed dated the 14th day of May, 1970, of record in Volume 1060, Page 535, Deed b. Records of Brazoria County, Texas, to which reference here is made for all purposes.

THE SURFACE AND SURFACE ONLY of Tract 24, Brazes Coast Lovestment Company Subdivision No. 8, Y. J. Calvit League, Abstract 51, Brazeria County, Texas, according to the map or plat thereof duly recorded in Values 2, Page 14! at meq., Pist Records, Brazeria County, Texas.

THE SURFACE AND SURFACE CHLY of Tract 25, Brazos Coast Investment Company Subdivision No. 6, F. J. Calvit League, Abstract 51, Brazoria County, Taxas, seconding to the map or plat thereof duly reworded in Volum 1, Page 141 et seq., Plat Records, Brazoria County, Texas.

Tract 55, Brozos Coust Investment Company Subdiction No. 8., F. J. Calvit League, Matract 51, Brozoria County, Texas, according to the map or plat thereof duly recorded in Volume 1, Fage 141 at seq., Plat Records, Brazoria County, Texas.

Tract 57 out of Division 8 of the B.C.I.C. Subdivision, F. J. Calvit Langue, Abstract 51, Brazoriu County, Texas, according to the map or plat thereof recorded in Volume 2, Page 143 of the Plat Records of Brazorie County, Texas.

Tract 58, of the Brazon Const Investment Company Subdivision No. 5, in the F. J. Calvit League, Abstract No. 51, Brazonia County, Taxas, according to the map or plat thereof recorded in Volume 2, Page 143 and 144 of the Plat Records of Brazonia County, Taxas.

PROPERTY EXHIBIT

Am to Tract 23:

Spoil easement conveyed to or reserved by United States of America described in instrument recorded in Volume 295, Page 524 of the Deed Records of Brazoria County, Texas.

Road easement conveyed to or reserved by Brazoria County described in instrument recorded in Volume 798, Page 692 of the Deed Records of Brazoria County, Texas.

Easement conveyed to or reserved by Houston Lighting & Power Company described in instrument recorded in Volume 1410, Page 128 of the Deed Records of Brazoria County, Texas.

All the oil, gas and other minerals, the royalties, bonuses, rentals and all other rights in connection with same, all of which are expressly excepted herefrom and not insured hereunder, as same are set forth in instrument recorded in Volume 912, at Page 850 of the Deed Records of Brazoria County, Texas. (Title to said interest not checked subsequent to date of aforesaid instrumert).

As to Tract 21

A 1/64 royalty interest in and to all oil, gas and other minerals on, in, under or that may be produced from the subject property is excepted herefrom as the same is set forth in instrument recorded in Volume 309, Page 629 of the Deed Records of Brazoria County, Texas. (Title to said interest not checked subsequent to date of aforesaid instrument).

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1/4 of the oil, gas and other minerals, the royalties, bonuses, rentals and all other rights in connection with same, all of which are excepted herefrom as the same are set forth in instrument recorded in Volume 486, at page 472 of the Deed Records of Brazoria County, Texas. (Title to said interest not checked subsequent to date of aforesaid instrument).

1/2 of the oil, gas and other minerals, the royalties, bonuses, rentals and all other rights in connection with same, all of which are excepted herefrom as the same are set forth in instrument recorded in Volume 681, at page 26 of the Deed Records of Brazoria County, Texas. (Title to said interest not checked subsequent to date of aforesaid instrument).

1/8 of the oil, gas and other minerals, the royalties, bonuses, rentals and all other rights in connection with same, all of which are excepted herefrom as the same are set forth in instrument recorded in Volume 859, at page 269 of the Deed Records of Brazoria County, Texas. (Title to said interest not checked subsequent to date of aforesaid instrument). (Less a 1/256 non-participating royalty).

Easement conveyed to or reserved by United States of America described in instrument recorded in Volume 319, Pages 38, 40 ϵ 48 of the Deed Records of Brazoria County, Texas.

Easement conveyed to or reserved by United States of America described in instrument recorded in Volume 320, Page 341 of the Deed Records of Brazoria County, Texas.

Easement conveyed to or reserved by Brazoria County described in instrument recorded in Volume 798, Pages 679 & 681 of the Deed Records of Brazoria County, Texas.

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89634 517 Exhibit B

As to Tract 22

Easement conveyed to or reserved by United States of America described in instrument recorded in Volume 319, Page 61 of the Deed Records of Brazoria County, Texas. (Spoil easement rights released in Volume 1083, Page 914 of the Deed Records of Brazoria County, Texas)...

Road ensement conveyed to or reserved by Brazoria County described in instrument recorded in Volume 798, Page 685 of the Deed Records of Brazoria County, Texas.

As to Tract 24:

Easement conveyed to or reserved by United States of America described in instrument recorded in Volume 298, Page 7 of the Deed Records of Brazoria County, Texas.

Road easement conveyed to or reserved by Brazoria County described in instrument recorded in Volume 798, Page 674 of the Deed Records of Brazoria County, Texas.

Easement conveyed to or reserved by Houston Lighting & Power Company described in instrument recorded in Volume 1410, Page 131 of the Deed Records of Brazoria County, Texas.

All the oil, gas and other minerals, the royalties, bonuses, rentals and all other rights in connection with same, all of which are expressly excepted herefrom and not insured hereunder, as same are set forth in instrument recorded in Volume 609, at Page 139 of the Deed Records of Brazoria County, Texas. (Title to said interest not checked subsequent to date of aforesaid instrument). (Except a 1/32 royalty).

All the oil, gas and other minerals, the royalties, bonuses, rentals and all other rights in connection with same, all of which are expressly excepted herefrom and not insured hereunder, as same are set forth in instrument recorded in Volume 894, at Page 644 of the Deed Records of Brazoria County, Texas. (Title to said interest not checked subsequent to date of aforesaid instrument).

All the oil, gas and other minerals, the royalties, bonuses, rentals and all other rights in connection with same, all of which are expressly excepted herefrom and not insured hereunder, as same are set forth in instrument recorded in Volume 896, at Page 325 of the Deed Records of Brazoria County, Texas. (Title to said interest not checked subsequent to date of aforesaid instrument).

Exhibit B 89834 518

As to Tract 25:

Easement conveyed to or reserved by United States of America described in instrument recorded in Volume 319, Page 61 of the Deed Records of Brazoria County, Texas.

Road easement conveyed to or reserved by Brazoria County described in instrument recorded in Volume 798, Page 674 of the Deed Records of Brazoria County, Texas.

All the oil, gas and other minerals, the royalties, bonuses, rentals and all other rights in connection with same, all of which are expressly excepted herefrom and not insured hereunder, as same are set forth in instrument recorded in Volume 621, at Page 307 of the Deed Records of Brazoria County, Texas. (Title to said interest not checked subsequent to date of aforesaid instrument).

As to Tract 55:

Essement conveyed to or reserved by United States of America described in instrument recorded in Volume 319, Page 61 of the Deed Records of Brazoria County, Texas.

A 1/8 royalty interest in and to all oil, gas and other minerals on/ in, under or that may be produced from the subject property is excepted herefrom as the same is set forth in instrument recorded in Volume 868, Page 959 of the Deed Records of Brazoria County, Texas. (Title to said interest not checked subsequent to date of aforesaid instrument).

As to Tract 57:

Easement conveyed to or reserved by United States of America described in instrument recorded in Volume 319, Page 51 of the Deed Records of Brazoria County, Texas.

All the oil, gas and other minerals, the royalties, bonuses, rentals and all other rights in connection with same, all of which are expressly excepted herefrom and not insured hereunder, as same are set forth in instrument recorded in Volume 359, at Page 29 of the Deed Records of Brazoria County, Texas. (Title to said interest not checked subsequent to date of aforesaid instrument). (Less 1/16 royalty)

Reseration of 1/2 of interest owned in oil, gas and other minerals reserved in Volume 914, Page 639 of the Deed Records of Brazoria County, Texas.

As to Tract 58:

Eastment conveyed to or reserved by United States described in instrument recorded in Volume 311, Page 130 of the Deed Records of Brazoria County, Texas.

As to All Tracts:

right, title, interest or claim (valid or invalid) of any character had or asserted by the State of Texas or by any other government or governmental authority or by the public generally (1) in and to portions of the above described property which may be within the bed, shore, or banks of a perennial stream, or of a stream or lake navigable in fact or in law; or within the bed or shore or the beach adjacent thereto of a body of water affected by the ebb and flow of the tide and (2) in and to portions of the above described property which may be between the water's edge and the line of vegetation on the upland or for any claim or right for ingress thereto or egress therefrom.

89634 519 EXHIBIT

As to Tract 55;

Road Right-of-Way as depicted on survey prepared January 19, 1989, by E. C. Quickel, Jr., Registered Public Surveyor No. 1545.

Road Right-of-Way as depicted on survey prepared January 19, 1989, As to Tract 57: by E. C. Quickel, Jr., Registered Public Surveyor No. 1545.

As to Tract 58: Road Right-of-Way as depicted on survey prepared January 19, 1989, by E.C. Quickel, Jr., Registered Public Surveyor No. 1545.

As to All Tracts: Road as shown on plat reflected in Volume 2, Page 141, of the Plat Records of Brazoria County, Texas.

FILED FOR RECORD

PAGE 4 OF 4

COUNTY CLERK BRAZON & COUNTY, YEXAS

Page 1 of 10

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THE STATE OF TEXAS

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PIRST ____ DEED OF TRUST AND SECURITY AGREEMENT

THE CONVEYANCE IS MADE

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my HERCULES OFFSHORE CORPORATION, a Delaware Corporation

tibe territor and opposed

herein miled "Mercener, in PAUL F. Helton, Jr.
herein schol "Trumes," for the benefit of ELDERS FINANCE, INC., a New York componentials
the benefit days, herein called "Londer".

THIS CONVEYANCE IS MADE IN TRUST ON THE TERMS AND CONDITIONS SET PORTH BELOW FOR THE PURPOSE OF SECURING (1) Payment of the Balance 5,000,000, onto interest thereon, beauting to the terms of a n rainialist sat rai reggij inden andaren hinin /*(1-0 Communic Plant by a ministration of the chief Supplement n and all maddlesses STATE OF THE RESERVE on let us may be herrafter herroand hom Lander by the three renied exerce of the property is antigo replacement thereof, and the usuay be incurred, paid out, or advanced by Landar or may otherwise be due to Trustee or Lander as, estandore, tenerals andler resisence nder any provision of this Dood of Trapt and all modification unt of Borry per annuland herein or immercend herein by reference or metalend in any papers executed by Borroop relati ory by Lander to Recrower as existenced by the Hese and any fature enter paying bornty title "LAGE", but manus off the Lana spread barely of any part, thereof to the purpose of mentions ribed of each provision or agreement of Borrewer sectained in any building item agreeme or relating to the property horoinheles departed. All of each decu erte aut agre mence and berying by Borrows of such af the covenants and agreems na required to be hept and perferently by Berry to of the farme. If this Deed of Trust recurse a leaguinely speak, and any god all echoe leaving rever's rights in respect to the property horselebelou described. (\$) Payment by Bo mone by Borrower of any arrenant to pay make rår, il the same have not been paid within \$9 days after such written requ rus is made, veliš iegal stapu to pulives puzis payu of all fees and the race to the Londor to extract whether or not herein out firth, 17) Payment of charges, so allowed by few when such charges are ade, for any suntenem regarding the obligations secured hereby, (4) Paymont of any introcess in the principal beloans of the Mete or any Loon tungs ther with interest thereant that result from changes in the rate of interest payable on the Note or any Lona.

Harrower of EALE of a Change Bardains, Sells, Conveys, Transfers and Assigns to Truster in Trust Forever With Power of Eale of a Conveys right, this and interval is and in that property at

but City Of Freeport

Compe Brazoria

. Texas

more particularly described on Dobibit "A" structed hereto and incorporated herein by this reference.

*(1-1) subject to the permitted encumbrances set forth on Exhibit
"B" attached hereto and incorporated herein by this reference only to the extent the same are valid and subsisting and affect the Property ("Permitted Encumbrances")

TOULTHER STITE off receives which Berraws now has or may bereafter acquire in or to said property and in and by, to all timements, heredetaments, increase, severes of land, streets, ways, alloys, passages, about 1914 and 1914 of the properties to bell buildings, structures, improvements, fiscures, appliances, mechanity, equipment, and other articles of real at personal property of every best and recurry types consumable funds, whether or not physically attached or affixed to said property and now or hereafter installed or placed thereon is defined an extensive with any firms operation thereof including, but not limited to, all apparatus and equipment used to

*(1-2) (including but not limited to those items of propert and fixtures listed on Exhibit C hereto)

THE CHARTER TITLE CO.
4265 SAN FFLIPL 113"0
HOUSTON, TEXAS 77027
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*(1-0) promissory note dated October 14, 1988 made by Borrwer, payable to Lender or order, which, if not sooner paid, is due and payable in full on October 12, 1998, (b) the sum of \$1,500,000 with interest thereon, according to the terms of a promissory note of even date herewith made by Borrower, payable to Lender or order, which if not sooner paid, is due and payable in full on October 12, 1998, and (c) all sums now or hereafter due and payable to Lender pursuant to the terms of a Note Agreement dated as of October 13, 1988 by and between Borrower and Elders Capital Partners, Inc., a Delaware corporation ("ECPI") and assigned by ECPI to, and assumed by, Lender (the foregoing two notes and Note Agreement being hereinafter referred to colectively as the "Note"),

*(2-3) including, aithout limitation, all of Borrower's right, title and interest in and to that certain account receivable and all sums due from Carl Yaughn of Mouston, Texas for lease and storage fees for the pavillian sleusted on such land, together with all or Sorrower's right, title and interest in and to any proof of claim filed by Borrower's in Carl Yaughn's bunkruptcy proceedings;

*(2-1) or for any change (s) of grade (s) of streets, if feeting, the tand, the building or the faxtures provide or supply our cooling, air conditioning, heat, got, sealer, light, power, laundry, gatheir disposal; and fire prevention and extinguishing mont, elevators, antennas, poul equipment, window coverings, floor coverings, congs, overs, dishwashers, and water hanters, it boins intended and agreed that such items be concludively deemed to be afficed to and to be part of the real property that is conveyed hereby tall of the imermentant of reactive described property called the "Improvementa"); let all water water tourses and water rights twhether or not appurtenunt; and therefore described property called the "Improvemental"; let all water water tourses and security to all skrube, treat, crops, and plants; let all thinks property; to all skrube, treat, crops, and plants; let all adjustite lands included in enclosures or occupied by buildings located partly on the above described property; and ift all claims, demands and es of action of every kind tincipling proceeds of sectioments of any such closm, demand or cause of action of any kind I which Borrower now causes of seven of every kine including procession ectioners as any such closes, assent action or any array when persons that has so may be eather, as agree, as any seven as any seven as a manual of seven as a revia any such claim, demand se cause afaction; i gi all permits, licances, management contracts, and other contracts and agreements in which Borrower now has or may beceater have an inscript arrang out of acquintion or expeciating of the above described property, and all other general intengibles relating to the development or use of the property, including all names by which the improvements or other property m or operated and all rights to carry on business under such names or any variant thereof and all trademarks and gestwill in any way retaing to the improvements or other property; the all rights, titles and interests of Serrower in and to all tember to be cut from the real entage cycreed bready, all minerals in, under and upon, produced do to be produced from, said real estate, and all bommes, rents and rups altitude account of the secretary and a secretary and nen; ill all eights to the present or future use of wantswater, drainage, water or other utility facilities to the extent such upe benefits the above described rus property or the improvements new or hereafter located thereon, including, without limitation, all reservations of or commitments revering any such use in the fature, whether now sweed or hereafter acquired.

ALSO TOGETHER WITH, if this Deed of Trust securing a lease/hald ordate, all of the ordate, right, title and interest of Berrawer, both at

d in equity, therein and therete, and in and to any deposts of each, securities or other property which may be held at any time and from is to time by the Landlord under the Louis, is secure the performance by the B. rewer of the causannes, conditions and agreements to be ermed by Borrower thereunder, and any option to purchase the featimple title to the property, or any greater interest therein than Serrower t and any and all other further or additional title, estate, interest or right width may at any time he acquired by Berrower in ar to the Borrower horeby agraning that if Borrower shall, at any time prior to payment to full of all indebtedness secured hereby, acquire the fee simple title or any other or greater eather than Berrower now owns in the property, then, and in that event, the lion of this Deed of Trust shall attach, natured to, giver and be a lion upon such for simple title or other greater selete, and Borrower will execute, artinowledge and deliver such to an Lander may reasonably require to a recompilab too b result

ALSO TOGETHER WITH all rights of Services and Services's bankraptry trustes to deal with the Lean as provided in paragraph. ID

hereal;

ALSO TOGETHER WITH all runts, issues, profits, revulties, talls, sarvings, incomés and other benefits, therefrom and installments of mency payable persuant to any agreement far sale of said property or any part thereof, subject bewerer to the right, power and authority given to and conformed upon Londer and Borrower by paragraph 18 below, incorporated hereby this reference.

The foregoing previsions shall constitute an absolute and present sanguament of the rests, lances, prefits, toyotties, tolls, sarvings, income and other benefits therefrom, subject, however, to the conditional permunion given to Borrower to callect and was outh rents, insues, profits, toyotties, talls, sarvings, income, and other benefits therefrom and to beld the cent security deposits to the extent provided in paragraph 18

ALSO TOGETHER WITH any and all leaves, rental agreements, tanoncy agreements and occupancy agreements new or nertainer on or officing said property tagether with all necurity therefor and all monies payable thereunder, and all books and records percassing timests. subject, however, to the conditional permission hereinboirn given to Borrower to collect the roots, incress and other basefits arising under any such leave. /*(2-3)

(For the purp e of this ineter ment, including all pravisions incorporated by reference herois, all of the foregoing described real property,

property rights, and interests shall be enforced to as "the Property" or "such Property".).

Some of the Property is or will become fixtures on the at ave described land and this Dood of Trust and Security Agreements upon being

Same of the Property is or will become fintured on the allow described take and thin the true or true are ordered in the real property reserved of the county in which Property is incated, shall operate along as a "flatter filing" and financing measurement upon much of the Property which he can fitture.

TO HAYE AND TO HOLD the Property with the Trustee and his explicition and our connect. For every find florence due to hereby hind tould, its being, assessment, administrators, successors and sonigns of the Property with the Property and the Trustee, his substitutes and successors forever against all persons whomselves as whally closining or to claim the same or any part thereof.

Subject to

Borrower Covenants and Agrees with Lender as Pollows:

the Permitted

Encumbrances I. PERFORMANCE OF NOTE AND OTHER LOAN DOCUMENTS. Borrowse shall perfects, observe and comply with all revisions bereaf, of the Note, and of every ather Loon Pocument and will promptly pay to Londot, the principal with interest there o sed all other yuns required to be said by Berrswer under the Note and pursuant to the revisions of this Good of Trust and of overy other Loan

marketable S. GENERAL REPRESENTATIONS, COVENANTS AND WARRANTIES. Serrow represents governments and warrants that us of the data harved and at all times because during the remaining harved and another the simple title to the Property and also good right and authority to grant, bargain, soll, convey, transfer, and amiga the "reperty or, if this Doed of Trust accures a leasehold entate, Serrower in the aware as the Tenant's interest under the Lease and the helder of the celete thereunder, and is the owner of the improvements hereby secured, and has good right to grant, bargess, sall, convey, transfer, and tanigm the same as security under this Deed of Trust. If the Epocaty is a jesschold, the Leese is in full force and affect and is unraudified and no event of defeats has occurred thereuseder; the Borrower will wire at 1 mile feever defend the title to the Property against the claims of all persons a bommover claiming the same or any gare. thereof, and this warranty of hitle shall survive the fereclassics of the Deed of Trust and shall imme to the benefit of and be enforceable by any o who may acquire title to the Property pursuent to foreclosive: (c) Barrower is now Abla to meet it, debts as they mature, the fair market value of the name encours in highlities, we bankrupicy of insolvency proceedings are pending or contemplated by or against the Borrower, no essignment to creditare has been made b. Berewer and he portion of Berewer's assets are presently subject to say distributed, precutes or judicion sensure, and Berrawer consulate to many of the executes occurrences. destribed in this sentance should occur: (d) All reports, statements and other data furnished by or an behalf of the Bortower, or any partne . silicer, employee or agent of Borrowor or any guaranter in connection with the Loan are true, correct and complete in all material respects and do nd to tiale any fact or cocumulative necessary is make the statements contained throsic not moticaling tot Bareaway is duly organized. validly varifing and in good standing under the laws of the state of its organization and is qualified and southerized to de business in the state where the Property is bested, and has full power and sutherity trown its property, to carry on its business as presently being establets and as to templated to be conducted becoming and in execute, deliver and perform to ablications under this flood of Trees, the Nate and the asine I as Become mit, the persons a executing this Deed of Trust, the Nata and the other Laan Cocuments on behalf of Betrower nave been duly a zaboussed to execute and deliver this Doed of Trust, the Nate and other Laxu Oncuments unbehalf of Sorrower; this Doed of Trust, the Nate and the other Luan Ornuments constitute ingally walld and binding obliquitons of Borrawer enforceable in accordance with their thems, and the execution, delivery and parformence of this Deed of Trust, the Note and the other Loan Documents by the Sorzoner will not condict with, or constitute a breach of, or default under, the Rossomer's to brong instruments or any indenture, martenge, deed of trust, note, leade, commitment, agreement arrother instrument or obligation to which Boreneer is a party or by which Boreneer or up properties as bound; if There are no acciona, suitage proceedings pending, ar in the knowledge of Boreneer is not a gainst or affecting the Boreneer of the Property in Boreneer is not in default under the terms of any instrument evidencing of securing any undebtedness of the Borrawer and there has occurred no event which would, if under the terms of any under the grand of security and event which would, if under any such instrument with the grand of natice, passage of time or both; the Flextere, gas, sewer, water lagificies, and any when necessary utilisers, are available tor, if this is a construction foun, will be available at such time during er arterconstruction as the deede necessaries and shall continue to be available in sufficient expects to service the Property Satisfactority. nd tis the Property, notice of archord limitation the improvements thereon, campline with tor if this is a construction lian, the improvements at

*(2-2) Subject to the Permitted Encumbrances.

POOR ORIGINAL!

*(3-1) subject to the Permutted Encumbrances

with time during or after construction as Lender drams necessary, will comply with and will continue throughout the term hereof to comply with all apply other contractive coverance, applicable susing and spiditions and multiple sould building codes, all applicable health and environmental laws and regulations and all other applicable tows, admoners, red to and regulations.

laws one regulations and all inher applicable is not uning ners, ower and regulations.

3. SECURITY AGREEMENT AND FINANCING STATEMENTS. Barrower is a Debugs hereby grants to Landor tas Creditor and Secured Party, including without limitation, fistures, machinery, applicances, requirement, fortunes, and optionery, applicances, requirement, furnitures, claims, demands and account, incomes, permits, contrasts, and agreements and other general instances.

museubiredescribedherriesbore.

Herewer shall rescute any and all such decements, including michael limitation financing statements pursuant to the Uniform Commercial Chide of the state in which the Property is located, as the Lander may request, to preperty and mention the printity of the lien cree'ed hereby an penturty which may be deemed personal property or fittures, and shall pay to Londer on demand any expenses incurred by Londer in connection with the respectation, execution and filing of any such decuments. Said financing statements shall be filed in the resience recorded the county of which the Property is functed and such other affects as Lender deems advantable. Secrement hereby authorises and empress Lender to account and the county of the Property is functed and such other affects as Lender deems advantable. and life, on the Borramor's behalf, all financing statements and collings and continuations therms as Lander dume percentage or advisable to create, preserve and protect sold lien, Pursuant to the Uniform Commercial Code of the exits its which the Property is located, thus Deed of Trust which be deeded, the Deed of Trust which be deeded, the property is located, thus Deed of Trust which be deeded on the Commercial Code. The commercial website to Lander for violations of the coverants, terms and conditions set forth in this security agreement shall be til as set forth in this Deed of Trust and till se permitted under the laws of the state where the Property is lockted, including the Uniform Commercial Code as adopted in each state. Each of there remedies shall be distinct and cumulative so is all other rights or other remedies and may be exercised concurrently, independently or successively, sa Lendre may elect. This document, and any earbon, photographic or other regraduction of this document may be filed by Leo and shall be multicient as a financing statement. All or part of the collaboral covered by the security interest herein granted is or is in become figures, timber or minerals on the rest estate constituting a portion of the Property, but this states at ahali not impair or limit the effectiveness of this ducument on a security agreement or financing statement for other purposes, and this Doed of Trest shall constitute a fixture, timber and mineral linearing statement and, an such, shall be filed for record in the real estate receise of the county in which the land covered hereby in bested. Burrawer shall not change Borrower's no me without the price express written consons of Landor. the name of the record sweet of the

lund covered hereby is the perty or partice defined herein as Beteevie.

Unrewer represents to Lendor that Berewer is the owner of the collatered covered by the occurity interest herein granted, free of any adverse claim, security interest or encumbrance. Berrower agrees that Berrower will defend the colleteral severed hereby against all claims and do at any parson at any time electring the same or any interest therein, Sociouse represents to Lander that Secretar has not beentplace scenaries of any person at any time claiming the name or any interest that say, the Population is Lancor that parties and therefore agency financing statement and an financing statement and correct uplus of the property. So long as any account remember that is not part of the Property. So long as any account remember unpaid on indebtodrons accurate before by Serrower that is not execute and there shall not find its any public office any such financing statement or statements officeing the collairest execute and there shall not be filed in any public office any such financing statement or statements officeing the collairest execute and there is a financing statement in favor of Landor horsested.

Borrower's and Lander's addresses are as sot forth in this matrument.

To the extent that any of the cultateral covered hazaby is not subject to the Uniform Communcial Code of the state or states where it is situated, Burrower hereby assigns to Lender all of Borrower's right, title and interest in said collaborat to secure the indebtedness described above.

Release of the lien of this Deed of Trust shall automotically terminate this assignment.

The Egrewer and Lender agree that neither the filling of a financing statement in the public records normally having to do with person property ner the taking of any other action described in the share paragraph shall be construed in any may as derugating from or impairing the or press declarar 🤝 and insention of the parties hereinohere stated, that everything used in connection with the perducti e of income from read for use the sein and/or which is described or reflected he this Doed of Trust is, and at all times and for all surposes and the Property was in all proceedings by - allow equitable, shall be regarded as part of the real estate encumbered by this Dord of Trust irrespective of whether the any such item is physically attached to the Improvementa, (ii) serial numbers are used for the botter identification of cortain equi copults of being thus identified in a rectal contained house as in any first filed with Landor, or littings such item is referred to or reflected in any such linencing statement so filed at any time. Similarly, the mention in any ruch financing statement of (1) rights in or to the proceeds of any fire undter hazard insurance palicy, or 121 any award in eminent domain proceedings for a taking or for love of value, or 131 Borrower's interest as les in any propent of future leave, rental agreement, tenancy agreement or occupancy agreement or right to income growing out of the use and/or occupancy of the Property, whether pursuant to leave or otherwise, shall never be construed to in any way aftering any of the rights of Leader as determined by this instrument or impugning the priority of Landor's list granted hereby or by any other recorded docu the financing statement is declared to be for the protection of the Loader in the exert any eight or fudge shall at any time hold with respect to rigues (1), 121, and (3) of this seeggraph 3 that series of the Londor's princips of interest to be effective against a particular class of seegging including but not limited to the federal government and any subdivisions or entity of the federal government, must be filed in such public records.

4. REPAIR AND MAINTENANCE OF PROPERTY. To keep the Fregerty in good condition and repair; not to applicability after, more or denalish any buildings or other improvements except when incident to the replacement of fixtures, machinery or applicates with thems of like kind; to restore promptly and in a good and workmanife manner to no less than the equivalent of its condition on origination of the Loon any buildings ar other improvements which may be damoged or destroyed, including, without restricting the generality of the foregoing, damage from sermines and earth movement, whither or not insurance proceeds are available to cover any part of the cost of puch restoration and repair; to pay when due all claims for labor performed and materials furnished in connection with the Freperty and not to permit any mechanics or materialman's lien against the Property in comply with all laws affecting the Property or toquiring one alterations of improvements in he made therein; not to commit or permit waste therein; not to commit or permit or permit waste therein; not to commit or permit or permit or permit or permit waste therein; not to commit out of the Property in violation of law; to cultivate (frequety). fertility, funtigate and prime oil landscaping on the Property and to do all other outs that from the checauter or use of the Property may be realmondly recessary to heap the Property in the sensy condition transmission near and tear excepted) as at the date of this Deed of Trusti in perform and kery each of the twentennis and agreements required to be kept and performed by Bottower pursuant to the terms of the Lease and

TOTAGES THE CONTROL OF THE CONTROL O

F. INSURANCE. At all times. Borrawer is an provide, and maintain in face, and pay the cost of property, public liebility and other tyres and forms of insurance with respect to such Property or Lannamap be required by Lander. * (3-2) surder a Standard Mortgage of ROPERTY 1978 EALANDI INSURANCE: Each policy of insurance shall be in this White the burn and in a form and entant, and gravided through such insurance companies, so may be introductory to Lander, with loss payable to Lander this Deed of Titule 4 (3-3)

The amount of such insurance shall in me event be line then tis the original amount of the Note and be in compliance with any co-

in sulpace enquirements of such integrance, or issue amount equal to the highest insutable value of the Property, whichever in the leaver, in sulpace enquire on any outh policy, and all proceeds from any year policies, and agreed that

uny and all unvegered insurance shall inute to the bonefit of, and pass to, Landor upon acquisition by Londer of the Property through foreclosure proceedings ut any aurenages of the Liegerty aurauant to such inreciseurs proceedings. Pursuent to the rights granted betounder in all proceeds from any insurance policies, Landor is hereby authorized and empowered at its option to adjust or compressive any loss under any insurance policies on the France; and to collect and receive the proceeds from any such relict or policies. Each insurance company to hereby outhorized and directed in make payment for all such lesson directly to Lender slone and not to flactower and Lander jointly. So lang as flaceout is not in details under the Loan Documents, Burraner shall be entitled to participate in the adjustment or compraints at any material load.

PUBLIC LIABILITY INSURANCE AND LOSS OF INCOME INSURANCE. The Betrawer shall, at the tole repense, purchase and maintain public liability insurance coverage for the ownership, maintenance and use of the Property. Lander may require such patrices to take be in less than a certain minimum amount; ib) be provided through such mouraines companies as may be policificary to Lander; and tes include the Lender and Ha toccessors and assigns, as additional insureds.

Lander may further require that the Barrower gravity, and maintain in force, lots of rental income insurance, lots of enemings incut ance, business interruption insulance or other forms of coverage to protect the income or cornings of the Property.

O FITER INSURANCE: Barrower shell, at its sale or pense, phlain and maintain such additional insurance "secrages so Lender map from time to time require; provided that Lender may only condict coverage for eight not required by Lander at arigination of the Laan of such currenge of radiumnicity obtained by owners of Property with a sea of the Property which is similar to the Property.

*(3-3) Borrower shall not carry separate insurance, concurrent in kind or form or contributing in the event of loss with any insurance required hereunder unless Lender is named thereon as a named insured with loss payable to it under a standard mortgage endorsement. If any insurance be subject to cancellation or be endorsed or sought to be endorsed to effect a change in coverage, the insurer shall notify the Lender and such cancellation or change shall not be effective as to lender for 30 days after receipt by lender of such notice.

*(4-1) Notwithstanding the foregoing, if such condennation or damage affects less than 20% of the Property, Lender shall be obligated to release insurance or condennation proceeds for use in repair and restoration of the Property.

Becomer shall premise say all premises when due an engrand policies and renewalls thereof and shall formish Lender and a content.

DECORECT FOR THE PERMITS when due an any such policies and renewals thereof and shall furnish Lender with a relieve Bot reward shall premit \$23 till premiums when due an any such policies required by the Lender, a power form renewing or extending evidence of such payment. At least 20 days prior to the expiration of any such policies to it.

Such as priving insurance shall be delivated to Lender if Lender required delivated by it.

in the event Bureamer tails to provide insurance complying with the provisions hereof, Lender may, but without abligation to the event Bureamer tails to provide insurance complying with the provisions hereof, Lender may, but without abligation hereof, untain such without releasing Borrower from any obligation hereof, untain such without retrieve the Oursewer, and pay the premium there'ur, and insurance through or from any insurance agency of insurance underwriter occeptable to Lender, and pay the premium there'ur, and insurance by dring to that out by the chargestic with obtaining or maintaining such insurance or for the collection of any insurance manies or for any insurance manies or for any insurance company.

Lender, from time to lime, may furnish to any insurance agency or company, or any other person, any information contained in or Lender, from time to lime, may furnish to any insurance agency or company, or any other person, any information concerning the Load.

estracted from any insurance satisfy increased control of the PROCEEDS OF ANY INSURANCE POLICY, CONDEMNATION OR OTHER RECOVERY. The animal received by Londer pursuant to this Dod of Trust under any insurance policy, or in connection with any condemnation for public use of we impact to the Property, or list injury or damage to the Property, or in connection with the transaction financed by the Loon secured hereby, it the option of Lander may be interprised by Londer uson any indebtedness occured hereby and in such acceptant the Property to a condition students of the indebtedness occured hereby, may be used by Londer uson any indebtedness occured hereby and in such another the Property to a condition students of the indebtedness occured hereby, may be used by Londer to Become, or id Londer may divide any such another in any manner among any such application, use or released by Londer to Become, or id Londer may divide any such another in any manner among any such application, use or released by Londer to Become, or id Londer may divide any such another in any manner among any such another in released. We such another the mount of any payment provided under the Nota, this Ocea of Fourth, or any other Loan Documents or postpone or extend

the dus date of any payment due under the Mota, this Deed of Truster any other Lean Documenti.

8. TAXES, LIENS, AND DITTER SUMS DUE. To pay, sourly and discharge: 162 at least 10 days before delinquency, all general and accept the second and assessments an water succes, affecting the Property, including, but not limited to, all easter, county, city, achool, and other ad valueent taxes unsessed or to be assessed against the Property, this when due, all special assessments for public impro Property, retors demand of Lender but in no event later than the date such amounts and/or performance become duet that ensure and tiens tinefuding, without limitation, income say liens, or liens of a similar character, to be impaged or levied by the United States Covernment, the state in which the Property is located, any municipality or maney, or on agoncy of any of thems, with interest, an such Property, or any part thereof which are, or appear to Lander to be prior to an superme hereta, (2) all costs, free and expenses under this Dood of Trust whether are not described herein, (3) fees or charges for any examine the spingation secured hereby in any amount demanded by Lander and to exceed the maximum amount allowed by law therefor at the time when such request is made, (4) Lander's and Trustee's feen, therete and expenses for any other statement, information or services furnished by Lander or Trustee in segmention with the obligations secured hereby traid services may include, but shell not be limited to, the processing by Lander, of amumptions, substitutions, modifications, autenoises, renewals, ons, changes of a wnors, recordations of maps, plate or records of survey, grants of assements, and full and partial releases. and the electioning by Lender of any policies of insurance purpoint is any of the provisions contained in this Doed of Trust, (8) if outs Property includes a leusehold estate, all payments and obligations twhether menetary or atherwise required of the Borrewer or his successor in interest includes a resemple sactor, all payments are usuallistics measured required of the observer of the instrument or instruments creating such leasehold. (6) all payments and monetary philosophical required of the owner of the Property under any declaration of essenants, canditions and restrictions of the life of the property of the pro of or used at the same rate as the Note and shall be secured by this Dood of Trust. Borrower agrees to soully Landor immediately up receipt by Birra aer at nuclea of any increase in the assessed value of the Property and agrees that Londor, in the name of Bostower, may compet by appropriate proceedings such increase in amestment. Borrower will shale the prior mritten meanest of Lander prior to permitting one insurance of any improvement bond for impaid special excements. Borrower agrees to notify Lander and appropriate scaling authorities immediately upon the happening of any avent which does of may affect the value of Property, the amount or basis of asset mant of the Property, or the availability of any exemplies to which florewer is or may be entitled. If any size, federal, municipal or other professential law, order, raid or regulation, passed subsequents to the data hereof, in any manner thanges or modified existing laws governing the tauxion of deeds of trust or debits secured by deeds of trust, or the manner of collecting taxes so so to materially and odversely affect the rights of Landov, the entire balance of the indebtedness and other curse secured by this Deed of Trust and all interest secured thereon shall setting and the regime due and religious forthwith at the option of Lander, - unless Boffower shall within a day's of withtell holice it of the forthwith at the option of Lander, - unless Boffower shall within a day's of withtell holice it of the forthwise of Lander, - unless Boffower will pay while day with an application of the contract for the land and the same tentering of the land and the land

illio policy fees, escrew fees, papengrófico figoritiquement per la commencia per la contraction policy fees, escrew fees, papengrófico figoritiquement projectives in the properties and which have been incurred or which may hereafter be incurred by Londer in examention with the incurred or its commitment, the properation and execution of Loun Documents and the funding of the Loune Borrower will upon demand by the Londer, reinstance Londer for all such expenses which have been incurred or which shall be incurred by it; and Borrower will indomnify and held harmless Londer and Trustee from and against, and reinstance fees incurred en which may be imposed upon, asserted against, or incurred are paid by Londer or Trustee by resease of, on account of or in connection with any bodily injury or death or property demang accurring in or upon or in the vicinity of the Property through any cause whatmener or asserted against them as account of any act, performed or emitted to be performed hereunder or on account of any remanders or any or a senerted against them as account of any act, performed or emitted to be performed hereunder or on account of any remanders.

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erising put of or in any way connected with the Property, or with this Deed of Trust or any of the indebtedness videnced by the Note. • [4] = 4]

9. CLAIMS, DEMANDS AND ACTIONS. Is To give Lander immediate notice of any action or proceeding purporting to affect the require proceeding purporting to affect the require proceeding purporting to affect the accurity hereoff, or the condition and integerty of the Improvements congruent thousand presenting to affect the integer powers of Lander or Trustee, (it is defend any such action or proceeding; and tell to file and proceeds all necessary claims and actions to provent or receive or Trustee, (it is defend any such action or proceeding; and tell to file and proceeds all necessary claims and actions to provent or receive or any damage to or destructions fructure pertaining to the Property. Lander is hereby authorised, without obligation to to de, to commence, appear in, and defend any action or proceeding, whether or not brought by or against becrower to accretion or enforces any other right, remedy, or power available or conferred hereunder, whether or not brought by or against becrower to accretion or enforces any other right, remedy, or power any other claims and, for any of said purposes, may respect to entered in any action or proceeding, and return council therein, and take such action therein as other may be advised, and may action, compressing any of said purposes, may respend and advance such nums of mency as Lander may deem necessary? The lawer coverants that, in addition to the present assignment of actions, claims, damages, and awards an Lander num of first his horizon. Horizon and deliver to Lander such assignments of actions, claims, damages, and awards an Lander may from the between the defends, Herrawer shall pay on demand all cests and expenses of Lander and Trustee, including scate of violence of title and atterney a tess in a reasonable sum, in any such action or proceeding in which Lander or Trustee, including scate of violence of title and attern

heremendiae and psychlectivi promptly perform and observe all althe revenants, agreements, obligations and conditions required in hereman and observe all althe revenants, agreements, obligations and conditions required in here and observed by the Tenent under the Lease, and do all things necessary to preserve and keep unimposed its rights theretinder; this promptly multip Lender in writing of the commencement of a proceeding under the federal bankrupitey laws by an agrace difference or Landlard under the Lease; tive if any of the indebtedness secured hereby remains unpaid at the time when natice may be given by the Tenant under the Lease; of the exercise of any right to renew or extend the term of the Lease, premptly give nestice harder and the services of such right of extension or renewal in the case any proceeds answered in the proceeds and rink and an action of the Lease, premptly until Lander in writing of any request made by either purp to the Lease to the other purp theretaes on the proceeding and the successful and the contraction or appropriate proceedings of the Lease and all the institution of any arbitration or appraisal proceedings and the fairness and the proceedings and the fairness of the Lease and will not the determination of the orbitations are appraisantly and the fairness will not the contraction of the orbitations are appraisantly and the fairness will not the fairness and the fairness and will not, without the price written some that the fairness are appraisable of the proceedings and the fairness will not the fairness and the fairness and will not, without the price written some time that there must not be considered and the contractions and the fairness will not the price of the fairness and will not, when the price written some time that the price of the fairness and will not, when the price written some time the fairness and written some time the fairness and the fairness and will not under the fairness and wr

*(4-4) except to the extent such injury is caused by the willful misconduct of Lender or Trustee, in which case no indemnification or reimbursement shall be made by Borrower.

*(4-2) upon 5 days prior written white to Borrower unless such delay would cause a penalty to arise or a cloud on title *(4-1) and *(4-5) NUTD

*(4-3) provided, however, that Borrower shall be entitled to contest any such payment provided it so notifies Lender in writing of its intent to so contest and deposits with Lender in eacrow, sufficient funds to quarantee satisfaction of such payments, including penalties and interest thereon.

*(4-5) upon 5 days prior written notice to Borrower.

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*(5-1) [Deleged]

charge, supplement, after or amend the Lause and any such termination, consideration change, susplement, alterant amend the Lause and any such termination, consideration change, susplement, alterant amendment of the Lause, without the proof writter, content therein by Lander shall be ved and if no face on deflect. Websparlimining the generality of the foregoing, Borrower outline expect the Lease pursuant to EUS C. Section 1850ers any successor law, or allow the Lause as be derived by induction and lapse of time, and will not reject to treat the Lause as asseminated by the Landerd's registrate of the Lause as the derived the content of the latest according to the rights of the rights, privileges and precipitately given and conditions become as in the Lause container. Microwav sangan to Lander offer the rights, privileges and precipitately given and the Borrower's hand rustey trusted to don't have container, and receive sangan to Lander offer the rights and precipitate of a proceeding under the Indianal handrouser's with a summer or regist. The right is a number or regist, or second the summer of the right of the right is a number or regist, or second the summer of regist of the content of the Lause pursuant of 10 USC. Section 383 for or only successed law, the right is right as one the Lause of the right and obtain an animal or time to animals of the Property and offert demonse pursuant to 11 USC. Section 385 for one of the Lause for the Lause of the regist and registeral the Lause of the registeral pursuant to the Lause of the registeral pursuant to 11 USC. Section 385 for any successor law, and any vercesses of such rights, generalized by the Lander and offert demonses the registeral pursuant to the Lause of the registeral pursuant to the lause of the registeral pursuant to the Lause of the registeral pursuant thereto by Lander should be performed by Lander should be registerally and the content thereto and the registeral pursuant to the Lause of the

in signifig, the less title to the Property demined by the lessed and the legacities is the theretaked shall not easily with soul study executive experience of the most required in any new settlement, and desired and the title of the purpose of the purpose of required in any new neutrities by this Dood of Trust, sensitive situations installable installable from time to time to time, the proposed of such integers in an executive by this Dood of Trust, sensitive developed installable in such addition to and concurrently with the purpose of each study of such in the factors of the such installable in such above the purpose of each study of such installable in the factors of the such installable in the factors of the such installable in the factors of the such addition. The such installable is not such abordance in this paragraph is aftered to no "such abordance in the factors of the paragraph in the such and the such

negative activates in the Accumulation Accounts pict tendstate a secured say large might by the private in the Accumulation are required by law.

12. ACCELERATION CLAUSE. Lender shall have the spirity, at an extensive the property or any part thereof, so interest therein, whether by deed, contract of and, leave with option to buy, or otherwans or the further cumulators or elements the Property or any part thereof, so interest therein, whether by deed, contract of and, leave with option to buy or otherwans or the further cumulators or elements the Property or any part thereof, or interest therein; or to! if the Property is not contail property, taken the Property or any part thereof without the prior written consent of the Lender; or still if the Property is not contail property, entered one any interest therein; or to! if the Property is not contail property, entered one any interest the terms or conditions under the Deed of Trust or any other Lam Lectureway agreement, transfer by interest therein to be diverted, whether voluntarily or involuntarily; or if without the written typeant of the Lender, changes at permits to in changed the character or use concemptated by Borrower and Lender upon executed at the Property of the character or use concemptated by Borrower and Lender upon executed at the Property or the character or use concemptated by Borrower and Lender upon executed at the containing, without himitations, defiling any extracting and, and, or other ducuments asserted by Borrower and any bind or character, or any if rust he commenced to endown the Property as being until for human use at a character, and membered of any bind or character, or any if rust he commenced to endown the Property as being units for human use at a character, and membered and the Property; or this Borrower to a partnership, and the the contained of the Borrower is a current that will be a for the rust

required on all successive uccurrences.

13. PREPAYMENT FEE. Should the Note or ony other obligation occured hereby provide any fee for prepayment of any of the indebtedness occured hereby to prominity pay and ire normithatending Corresponded before the any obligation occured hereby and be-odyr, by reason thereof, sholl have declared all sums occured hereby immediately due and payable.

14. WALVERS AND CONSENTS PERTAINING TO NOTE. Bergumer upines presentenced, present and comparts and interest and comparts and interest and comparts and interest

14. WALVERS AND CONSENTS PERTAINING TO NOTE. Because a present and interest and interest and interest and interest and interest and interest.

15. WAIVER OF STATUTE UT LIMITATIONS. Time is of the essence in all Berrawar's obligations bereauder, and to the fullest extent permitted by law, Borrower waives the right in assert any present or future statute of limitation with respect to only debt, demand or obligation secured her runder in any action or proceeding for the purpose of enforcing this Deed of Trust, the right or any other Lean Decimal, or any triple are reported by becausive.

18. IMPPECTION AND SUBINESS RECORDS. Londer or any authorized representative or agent of Londer or any person ar entity interested in accurring off or any part of the Loan in up enter open and inspect the Property at any restenable time during the term of this Deed of Irvac. If the Property is new or hereafter used for commercial or residential intering purposes, Bernower will grompily deliver by Lender such income of a group of the commercial or residential intering purposes. Bernower will grompily deliver to Lender such income of a group of the commercial or residential forms and a continuous of the property of the commercial of the property of the commercial of the commercial of the property of the commercial of the commercial of the property of the commercial of t

17. ESSOPPEL CERTIFICATES. Betrawer, within 10 days after written request from Lander, shall hardest a wissen statement, duly acknowledged to Lender and any titled survival of the unpool privipal and interest and any either sunts and the research without the bute, this Deed of Trust and the wher Loan Documenta and any other unpaid sumpsequent hereby, and whether re-not any after it defenses area; against sorth stringing and interest or other sums or charges and stating that the Note, Deed of Trust and other Loan Documents have not been modified on stating that the Note, Deed of Trust as other Loan Documents have been modified on stating that the Note, Deed of Trust as other Loan Documents have been modified on the time of the stating that the Note, Deed of Trust as other Loan Documents have been modified on the stating that the Note, Deed of Trust as other Loan Documents have been modified on the stating that the Note, Deed of Trust as other Loan Documents have been modified on the stating that the Note is not the Note of Trust as other Loan Documents as well as the Stating that the Note is not the Note of Trust as other Loan Documents and the Note because the Note of Trust as other Loan Documents as well as the Note of Trust as other Loan Documents as the Note of Trust as other Loan Documents as the Note of Trust as other Loan Documents as the Note of Trust as other Loan Documents as the Note of Trust as other Loan Documents and the Note of Trust as other Loan Documents and the Note of Trust as other Loan Documents and the Note of Trust as other Loan Documents and Indian Docume

*6-0 and the expiration of any applicable notice and cure provisions,

*(6-3) During the continuance of a default and after expiration of all notice and cure provisions set forth in the Rider a tached hereto and made a part hereof,

constituted and separated Lender as Sorrower's special attarney in fact to execute and deliver any such estapped cartificate to any thire pe contributed and aspointed terrors and the first of Triats and other Lead Decuments remain to full force and effect, either consolided or medified to medified by Lender, whichever Lender reasonably may represent. Borrower and Lender expensity agree that any such certificate may be relied un by any prospective purchases of the Loan or any portion thereof without independent investigation or a samination

18. RIGHT TO COLLECT AND RECEIVE RENTS AND PROFITS. The ausgament of rents are forth hereinabove shall be fully operative with tut any further action on the part of either party. Notwithmanding any other provision hereof, Lander hereby grants permission to liversmer to collect and retain the cents, income, sames, cayalties, talis, carmings, profits, and other benefits of the Property as they become due mirrower to consect and recent time center, income, masses, repairing, to the region and he permanent of any appeals by recited the rest security depends, but Lander reserved the right to revene much permanent of any appeals and to held the rest security depends, upon default by derivative payment of any indicated asset of the recited the rest security depends, upon default by derivative payment of any indicated asset of the recited the rest security depends, upon default by derivative payment of any indicated asset of the recited the rest security of the court, and without regard to the adequacy of the rest of never the indepted any time, either in person, by a just, or by receiver to be appearable by the court, and without regars so the selections in the result of the indepted and hereby secured, enter upon and take passesses of the Property or any part thereof. Inside make, cancel, enforce or modify leases, obtain and esert termely, encours, makes and profits thereof, including these past due and unpaid, and apply the same, less costs and especies of operation and milection including reasonable atterney? From upon any indebted ness recurred hereby and in such order as Lander may determine, and except for such application. Lender shall not be liable to any parameter the collection or non-collection of any rends, income, citizen or partition to answer or enforce any of the foregoing rights. The engagement for the collection of any rends, income, citizen or partition as an antice who has been and a their foregoing rights. The engagement and the has been and a their foregoing rights. foregoing rights. The entering upon and taking possession of the Property, the selection of such rebts, income, cause or profits, the doing of other arts between authorized and the application thereof as aforeasid shall not care or waive any default or notice of default hereunder or invalidate any act done. Nothing here is contained shall be construed as constituting lander a waverage on passamen as the chorus of the actual taking of consensing parties Property by the Londer. In addition to all other remedian herein provided for, Servewer agrees that upon the accurrence of a default, characteristic and a security as a security as a matter or right be entitled to the opposituent of a receiver or receives for all or any part of the Property, whether such receiver states as a minuter or rights or extract to the approximation in a proposed set of such property or otherwise, and without regard to the value of the Property or the mirror of any person or persons liable for the payment of the indebtedness noneural barely, and Bernwer does borney occurs to the appointment of such property or receiver or receivers, waves any and all defences to such appointment and agrees not to oppose any application therefor by the Lander, but tooking herein is to be construed to deprive the Lander of any other right, remody or privilege it stay more have under the law to have a receiver appointed; provided, however, that the approximent of such receiver, trustee or other appointed by virtue of any court order, statute or rightleton. shall not impair or in any majour projudes the rights of the Lander to receive payment of the room and income pursuant to this Dock of Trust. Any money advanced by the Lender in contraction with any much received pulses of the depart of the Lender in contraction with any much received pulse of demand obligation events by Bertover is the Lender and shall be a demand obligation event by Bertover is the Lender and shall be a demand obligation event by Bertover is the Lender and shall be a demand obligation event by Bertover the pulse by the Lender and shall be a demand obligation event by Bertover the shall be a demand obligation events by Bertover the shall be a demand obligation events by Bertover the shall be a demand obligation events by Bertover the shall be a demand obligation events by Bertover the shall be a demand obligation events by Bertover the shall be a demand obligation event by Bertover the shall be a demand obligation events by Bertover the shall be a demand obligation event by Bertover the shall be a demand obligation of the shall be a demand of the shall be a demand obligation of the shall be a demand obligation of the shall be a demand of the legally contract under applicable law and shall be apart of the indebtedbox, severed bureby and shall be excured by this Dood of Trust and by ony ather marumen, secures the said indebted

other interament occurring the said indebtwines.

In connection with any action taken by the Lander while in paramona of the Property or pursue at the Paragraph 18, the Londer shall not be linkle for any lone anotained by the recover, resulting from any failure to bet the Property, or any part thereof, or from any other get or contained of the Londer in managrag the Property unless such loss is consed by the will'all misconductors—ab-bath bit by the Londer, one shall the Londer to obligated to perform or discharge any obligation, duty or liability under any lumin agreement according the Property or any part thereof or under or by reason of this instrument or the exercise of rights of remodes horself the instrument or the exercise of rights of remodes have any or might be instrument by the Londer under any such lease the Londer barmies from, any and all liability, jum or damage which may or might be instrument by the Londer under any such lease sgreement or under or by reason of this Dood of Trest or the species of rigins or remedian horsender and from any and all choise ar whitenever which may be asserted against the Lunder by reason of any alleged chilgetions or undertainings units part to perform a discharge any of the terms, coverants or agreements contained in any such lease agreement. Should like Londer focus any such liability, the amount thereof, including cours, experient and reasonable attermy's fees, shall be coming berefy and Servery shall relations the Londer therefor immediately menung costs, exponent and reasonable atterney's fees, shall be secured hereby and Servewe shall reimbores the Londor thetaper immediately upon domand. Nothing in this Partgraph 18 shall impeas any duty, obligation or responsibility upon the Londor for the entited, care, management or repair of the Proper; or for the carrying out of any of the curve and unaditions of any cush beam agreement; one shall it operate to make the Londor reasonable or this for any some meanting or other preparty by any other parties, or for any anagement; spherofrequir or smired of the Property touching in him or squary or death to any tenant, liveness, empires or stranger. Serveuer hereby mirest it, residing and outlines any and all actions of the Londor with respect to the Property touch Paragraph 18.

12. LEASES AFFECTING THE PROPERTY. The uniquency of house out first hereinshore shall not be decrees to impose upon the Lender any of the obligations of the flavour provided to any such hum tinticiting, without hinitation, any include the careness of quere enjoyment containing its new locan), and the Retrieve shall comply with and charres its obligations as landard under all teases affecting the Property or any part thurstal?

Borrower shall the histerial medify, execut, incuments or extend the term of any lease us the Property entered into by Berrower as landlord prior to the data-blood prior we transport of Londor. Notwicked prior blood prior with the foreign grant prior this Dead of Trust, the Note and the other Loon Decembers, upon 16 days written nested

bitioning and distribute the summer of the property and the first the field and the other Land Decembers, upon 16 days written nation from Lander to Berrower, to stand; modify, and all, tertains or extend the term of any anishing loan and in color risk mere leave if in the progress of Berrower, reasonably exercised, such actions do not advancely inflated leader's neutring interest in the Property. In addition, the Corrower, if requested by Lander, shall flamina promptly to Lander original or merified assistantly interest in the Property. In addition, the same while not accept to present of risk more than I month in advance whiten the prior written consent of Lander, when the same request of Lander, and the first interest in a construction of the same property of the lander, any and all instead new or hereafter on or affecting the Property, and the instead under any until leave. Berrywer shall also appeared by the Lander, any and all instead new or hereafter on or affecting the Property, and the lander with all security therefor and all montain purpose them, under, any and all instead permission between the Recreater transport of the control of the property of the lander any antification, financing statement or other decomposity when the order are years the foregraph and any state heave shall have the ment as men to a new tender. ther deciment removably required by Londer to partiest the foregoing assignment as to any such leases. Londer shall have the right, at any time and from once to time, to easily any tenant of the rights of Londer as atwisded in the assignment by Borrower to Londer of all leases relating to the Property and in the cents, usuae, postics, exprange, means and other bonefits therefrom and from the Property.

20. FAILURE OF BORROWER TO COMPLY WITH DEED OF TRUST. Should Borrower fail to make any payment or to do any act

20. FAILURE OF BURROWER TO COMPLY WITH DEED OF TRUES. Should increase an in make any payment or to do any art a provided in this Deed of Trues in Note, or any other Loan Documents or fall the performance states on the Deed by this Deed of Trues or do any at Borrower agreed not to do or should any of the representations and warranties made by Borrower be untried to any toleral respect, or if the retution in titled by Borrower, or any guarantic, co-maker or endorser of the Note seeking or equiencing to any recegnitation, errancement, comparation, readjustment, liquidation, described on a similar relief under any less relating to be addressed in insolvency or an insolvency. recision under such law in fired against Berower and is still in affect 60 days from the data of such filing; or fig) a receiver, truster, master or insurdance is appointed with respect to the Property or the renta, issues, reyalties, profits, insome arother benefits thereform; or still the Borower, or any guaranter, co maker or endomer of the flots with the Borower, for any guaranter, co maker or endomer of the flots without fundivent' (unable to pay its debts as they become due and/or of the fair maybe; a size of its saurie durs not exceed its aggregate liabilities, or ity Borrower makes an assignment for Borrower's creditors; or (v) any significan' portion of fterrower's assets is attached, executed upon or judicially seised in any manner and such attachment, execution or assette in no discharged ingrover's a serial in authority, executed upon or judicially series in any research accounting the set that is set distributed in the series of an authority series in any research and included a little and a series of the ser together with union actions to receive the security hered. Lender being authorized to enter upon the Property for such purposes, and in exercising any such power, pay hecessary expenses, employ counsel and pay attorney's fees. The continuents of the business had also have the right to is principed with fureclosure either through the courts or by directing the Trustae to proceed with foreclosure as act furth below, and sail exercise say and all other remedies available under this Deed of Trust or the Loan Documents. The filing of a suctoforeclase this Deed of Trust, either on any matured burnion of the indebtedness aggreed hereby or for the entire amount of said indebtedness, shall never be considered an election as as in preclude interiorure by the Trustes under the provisions of this deed of Trust steep dynamical of the suit; nor shall the filing of the section to an interior to be suit; nor shall the filing of the section to be under the provision of a fater suit therein. **Distribution of the suit; nor shall the filing of the section to be under the provision of a fater suit therein. **Distribution of the suit; nor shall the filing of the section to be under the provision of a fater suit therein. **Distribution of the suit; nor shall the filing of the section to be under the provision of the suit; nor shall the filing of the section to be under the provision of the suit; nor shall the filing of the section to be under the provision of the suit; nor shall the filing of the section to be under the provision to be under the provision of the suit; nor shall the filing of the section to be under the provision to be under the provi the right to exercise any and all other rights, remedies and recourse now in hereafter existing in equity, at law, by surface feature of characteristics and any required notice has been given and any applicable cure periods expired, pursuant to the provisions of the Rider attached hereto

and made a part hereof, *(6-2) during the continuance of such "default" as defined in the Rider attached hereto

and made a part hereof, *(6-4) after default and expiration of applicable matrice and cure periods, if any,

*(7-0) following notice and failure to cure within any applicable cure period set forth in the Rider.

4 (7-0). Alender may, it is aguen, and in addition to any and every alber remedy, request accusts to preceed with Alender may, it is aguen. And in addition to any and every alber remedy and it shell be his operior duty. Com the securement of a default tonder incochiums on hich request that be presumed, and in such event. Trubies is beenly authorized and empowered and it shall be presumed, and in such event. Trubies is beenly authorized and empowered and it shall be his special duty, upon such request of Lander, to cash, at the Michael budger, for each, at the Michael budger, for each at the Michael budger, for each 4 00 p.m. on the first Tuesday of any munch, situr advertising the time, place and terms of said only, and the property to be said, by posting use by having some person or persons acting for him postifer at least twenty-one (2) days preceding the date of the sale, written or primited metrics of the propused sale at the courthouse dour of suid County in which the sale it to be made, and if the Property is in more than one county, one such notice of sale shall be pusted at the Counthouse door of each county in which part of the Property is attacked and the Property oney be sale at the Counthouse dues of any one of such countries, and the notice as posted shall designate in which county the Property shall be sald, or the sell the Property at such other time, place and in accordance with such procedures and sequipments as may hereafter be provided by the laws of the State of firess. In addition to such posting of notice Lander shall at least twenty and tall dops proceding the date of sole serve or cause to be served a retten nutice of the proposed talk by certified mail an Borrower and on each other dabter, il any, obligated to pay the indebtedness hereby Secured meet ding to the records of Londer. Burrower agrees that no nature of any take other than no set out its this paragraph need be given by Trustee, Londer or any other version. Any take made by the Trustee hereunder may be as an enterty or in such paragraph need by Change in an other may be as an enterty or in such paragraph need to the Lander may be also may be adjustment by amountermer t at the time and place appeared for ruch as to without further nature steeps as energy be red by law. The sale by the Trustee of less than the whole of the Property shall not ashaunt the power of mile herein granted, and the recenting thes crust as provided herein, this Deed of Trust and the lien hereof phall ermson in full force and effect as to the unsold parties of the est as though no sale had been made; provided, however, that Borrower shall never have any right to require the sale of less then the while of the Property, but the Lender shell have the right, at its sole election, is request the Trustee to sail less than the whole of the property. After such and, the Trustee shell make is the purchasers or purchasers at such safe good and sufficient conveyances as the name of Serrower, enveying the property as said to the purchaser or purchasers in the more fall formall variety of title by Serrower, but without any coverants or warranties, as pram or implied, by Trigars or Lender, and the Triutae shall receive the proceeds of taid sale or sales and apply the same as herein pravided. The power of sale granued herein shall out be unbounted by and sale held hereunder by the Triutae or his substitute or successes, and such power of sale may be successed from time to time and as many times as the Lustder stay does necessary until all of the Property has been duly gold and all of the indahedrous secured berely has been fully poid. In the event say sale hereunder unot completed or to detective in the opinion of the Lender, such acts shall not exhaust the power of alls hereunder and the Lander shall have the right to cause a subsequent tale or eales to be made herounder. In case of any sale herounder, all provoquisites to the sale shall be presumed to have b performed. Any and all teatements of fact or other recitate made in any dead or deeds given by the Triptes or any secreptor or substitute appointed hereunder to to hoppayment of the indebtodoom secured hereby or as to the occurrence of any default, or as to the Lander having declared all of such indebtodoom to be due and sevale, or as to the request is sell, or as to motion of time, place and terms of anis and of the properties to be sold having been duly gives, or us to the refunal, failure or lashility to act of the Trustee or any substitute or exec apparament of any militate or successor trusts., or as to any other act or thing having been duly done by the Londor or by each Trustee, substitute or successor, shall be taken as prime facts evidence of the truth of the facts es stated and recited. The Trustee, his successor or relatives, may appoint or delegate any one or more persons as agent to perform any minimarial act or acts accommany or incident to any sale hald by the Truster, including the protong of natices but in the name of and on behalf of the Truster, his successes or substitute. In addition to the requirements set forth in this puregraph, in carrying out any foreclosure and sutherised because, Londor shall comply in full or cause compliance in full with all requirements of Section \$1.002 of the Truste Property Code, as amended. Becomes and all persons dealing with the Proparty through or under the Borrower and their successors and assigns, including, without limitation all subsequent purchasers of all or noy portion of the Preperty and all persens helding or obtaining an interest in the Property which in junior and subordinate in the Dood of Trust, by taking and accepting these respective conveyances, argumbeances, deeds of trust, or lines do hereby acknowledge, sevenant and agree with Langer that to in the event of any default in the repayment of the indebtedness secured bereby, or in the event of cay default under the terms of this Beed of Trust, or under any other deed of trust or arcaring agreement securing the name indebtedance of personal by this Beed of Trust, whether directly or by virture of a cross-collateralization agreement or under any other Land. December the trust is preceded to now a few or the collateralization agreement or under any other Land. December the trust is many preceded to now the few or to opiny it any order which Lander cany determine, in Leader's sole discretion, and Lander may proceed against any property or collateral accurring said indebtedness in any order which Lander elects without regard to any matters which could or might be raised by any subsequent purchaset or by any lunior liener or entumbrancer under those certain equitable destribed known on the destribe of "marshalling of assets" and the destribe of "inverse order of allenation", (6) they will not anner, and they do hereby waive any right to assert, the doctrine of marshafting of spects or any similar equitable doctrines, and (iii) they will not assert, and they be hereby wave any right to assert, the dectrine of inverse order of allestation or any signitar equilable dectrines. The proceeds of any forectours sale of the Property that he distributed and applied in the fatlewing order of priority: First, on account of all costs and expenses incident in the forect Property that he distributed and applied in the relieving state or priority: Furst, an acquiring it are constructed in the construction of the con

rate trustes at by any receiver or public officer, and any Leader purchasing at any such cale shall have the right to credit upon the arrow

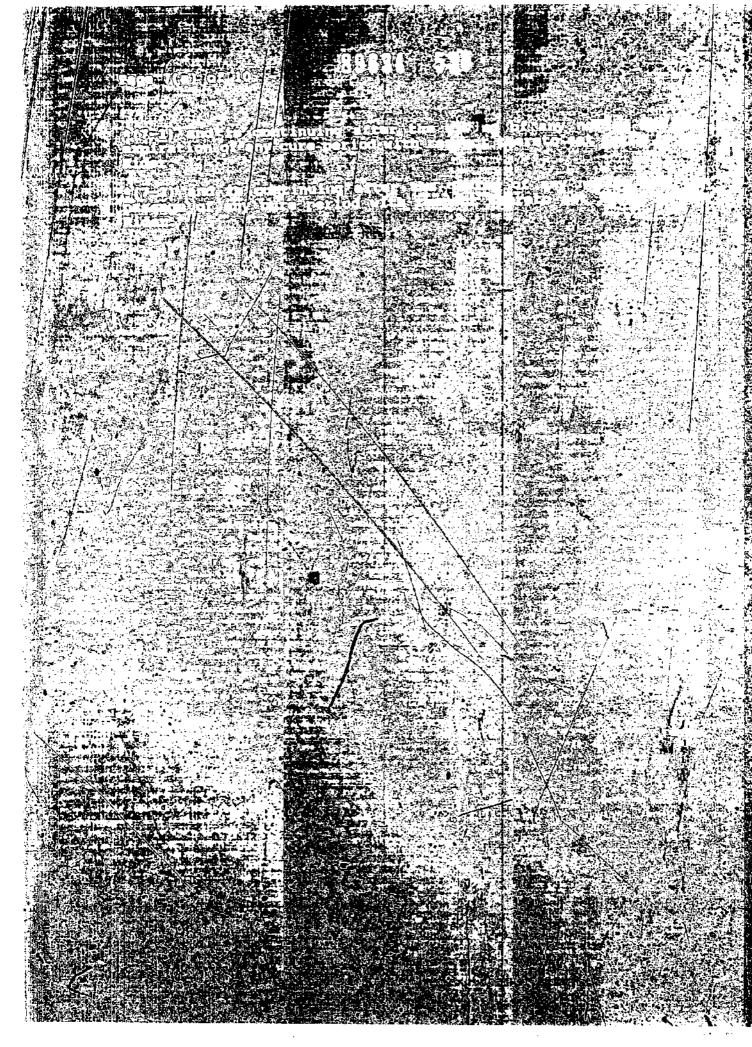
the bid made therefor, to the agreet necessary to testedy such bid. The indebtedness secured hereby for a part thereoffewing to such Lender.

21. FORECLOSURE WITHOUT MATURING ENTIRE NOTE. If default be made in the payment of any part of the indebtedness (7-2) secured hereby he default have the eption to proceed with forcelesure of the lieux and security interests avidenced hereby in variableshound sund then either through the course or by proceeding or by directing the Trustae to proceed as if under a full forestooms, executing the sale as become provided, all without declaring the sales because of a provided, all without declaring the sales because of a part of and indebtedness, such asis may be used subject to the threattired part of anid indebtedness, and such asis may be used subject to the threattired part of anid indebtedness, and such asis may be used subject to the threattired part of anid indebtedness, and such asis. so made, shall not to any manner affect the immessived part of the lod obtedness occured bereby, but as to such unmastered part this Deed of Trust shall remove in full force and effect just as though no so in had been made. The proceeds of any sale that he applied as provided in Faragraph 20 those. First that the amount and under clause Third and Fourth of the last sentance of Paragraph 20 shall be saly the matured portion of and indebiodness and any proceeds of such sale in excess of those provided for sa clource Flest, Second, Third and Fourth thereof imedified an provided above) Shall be applied to mataliments of principal and interest on said indebtedness is proportion to the mopaid principal balances thereof is the invarse order of meturity. Severel sales may be made herounder without cohousing the right of sale for any unmatured part of the indebuginess recured harrby. It is the purpose harrof to pravide for a foreclosure and sale of the Property for any matured portion of the indefinedness secured hereby without exhausting the power to foreclose and to soll the Property for any other part of and indebtedness whether matured at the five end

23. NGCUPANCY AFTER FORECLUSURE, in the event there is a foreelesses sale horsunder and actins time of such sale Borrower se Barramers representatives, successed or assigna or any other persons claiming any interest in the Property by, through or under Sorramer are occupying or using the Property or any part thereof, each and all shall at the green of the Lander or the gurchaser at such tale, as the case may be, immediately become the tenant of the purchaser at such asie, which tinancy shall be a tanancy from day-to-day, terminable as the will of ruber landlerd or unions, at a reasonable rental perday based upon the raise of the Property occupied, such tental to be due daily to purchaser. In the wrent the tement fails to succender post man of and property upon the exercise of such agains, the purchaser shall be excitled to insti and maintain an action for farrible entry and nationer of and property in the justice of the Proce Court in the Justice Proceed in which the promety, or any part thereof, is usualled.

247 LEDICIAL FORECLOSURE. This instrument shall be effective as a mortgage as well as a dead of trust and upon the occurrence of a default with forecasted as wenty of the Property in any manner permitted by the laws of the protest any pert of the Property in any manner. default may be forcelested as to any of the Proposity in any manner permission by the laws or this material works any personner by the and any feedlested out may be brought by the Trusted or by the London. In the count a feedlested out may be brought by the Trusted or by the London. Truster, or his substitute or successor, the Lender may at any time before the said of the Property direct the said Truster to abandon the tale, and may then institute that for the collection of the Nata and the other secured indebtodness, and for the foreclosure of this Dand of Trust. It is agreed that if the Lender nould institute a must fee the callection of the Mote or any other secured indebtedness and for the foreclasure of this Doud of Trust the Lender may at any time before the entry of a final judgment in said soul dramus the same and require the Trustee, his substitute ar tuccessor to sell the Pennerty in accordance with the pravisions of this Doed of Texat.

as designated by the Commissioner's Court of such county as the area in which foreclosure sale are to take place, as evidenced by the designation of such area recorded in the real property records of the county in which the Property (or any part thereof to be sold) is situated, and, if no area is so designated, then in the area designated in the Notice of Sale as being the area for the foreclosure sale to take place,



15. NO WALVER OR MODIFICATION UNLESS IN WRITING. No modification or waiter by Lender of any crebt under this flood is frust shall be effective unless to writing. Watere by Lender of any right granted to Lender under this Deed of Trust or under any provision of the Clustered of Trust as in any transaction or occurrence that not be deemed a warrer as is only future transaction or occurrence. By accepting a comment at any sum secured hereby after its due date, or by making any payment ar performing any act on behalf of Bottower that Borrower - as inhigated hereunder but failed to make or perform, or by adding any comment so made by Lander to the indebtedness secured hereby, or by exercising Lender's rights to receive and cullect the income, sents, visues and profits therefrom, Lander does not main a its right to require prompt payment when dur of all sums to recurre or to require prompt performance of all other acts required hereunder, or to declare a default for failure to be pay or perform. Acceptance by the Lunder of any payment in an amount less than the amount then due on the indebtedness secured hereby shall be decreed an acceptance on account only, and the failure to pay the entire amount then due shall be and continue to be a default; at any time thereafter, and until the entire amount then due on the said indobtedness has been pard, the Lander shall be entitled to expecte all rights mater this Deed of Trust.

REMEDIES. He comedy become provided shall be exclusive of any other remody become or now or hereafter existing by law or in equity, but shall be cumulative. Every power or remedy hereby given to Trustense to Londor or to which either of them may be other wise outsited, may be expressed from time to time and so aften as may be deemed expedient by them, and either of them may pursue separate comodica may be vertically remaining as time and an every or agence aspect of the remaining relative or statement of the remaining of indebtadings awing by it to Barrower, the whole or any part of the indebtadiness secured hereby, and Londor is beroby authorized and empowered, at its option, without any obligation so to do, and without affecting the obligations bereaf, to apply toward the payment of dny indebtadiness hereby and all Burrower to Lender, any and all sums of money which Lander may have in its poperation of under its control, including. without limiting the generality of the foregoing, the indobted nemovidenced by an involument cortificate as any excress or trust funds. In order to sware the definitances and certainty of the rights and obligations berein provided. Borrower walves any and all rights of affect of claims and no wer from paying installments on the obligations occured hereby as they become due.

27. GENERAL PROVISIONS, (a) As and when wed herein, the term "Borrower" shall mean and include the Borrower shave-named and its successors and permeted assigns and the term "Lenorr" shall mean and include the Lender hereinabove named and its success assigns; this wherever the contest so requires, the masculine gender includes the feminine and newtor, the angular number includes the plut al and vice-versaties expliene and paragraph haudings used herein are for convenience unit, are not a part of this Dard of Print, and shall not be used in constraing it; (d) Lender shall have the right at any time and from time to time to provide any information it has in its possession relation Botrawer or the Property to any party interested in acquiring all or any part of the Loan tal in exercising any right or ramedy or talling any action pravided herein. Lunder may act through its employees, sgents or independent conventure, as authorised by Lender; and III if more than one person in named as Borrower, such obligation of Storewer hereunder shall be the joint and sworz colligation of each such person.

28. FURTHER APSURANCES. At any time and from time to time, upon Landor's request, Berrow ver shall make, execuse and deliver, at raise to be made, excepted and delivered, to the Lender and where appropriate shall cause to be recorded or filed, and from some to time thereafter to be re-recorded and to filed at each time and in such effices and place is that? be deemed desirable by Landor, any and all such further deeds of trust, instruments of further convence, certificates and other documents as the Lender may consider neces remplete or perfect, or to continue and preserve the abligations of the Borower under the Note, this Doed of Trust or any other Lean Decument and the lieu of this Doed of Trust or any other lean as a lieu upon all of the Property or any other peoperty securing the indebundness evidenced by the Note, whether now seemed or hereafter acquired by the Borower, and uncle at and every persons or persons deriving any extate, right, title or terest under thus Doed of Trust or the power of sais berein contained, if for any follows by the Borower to do an, the Lender may make, execute, recycl, life, re-record or refile only and all such deeds of trust, instruments, certificates and decuments for and in the same of the Borower, and the Barra and hereby irrevocably appoints the Lander the agent and attorney in fact of the Borrawer to do a

23. GOVERNING LAW; SEVERABILITY. This Deed of Trust shall be governed by the law of the jurisdiction in which the Property is ineraled, #DOPTION OF BURGOOD CONTROLLED CO indebtedown secured hereby. In the event that any previous or clause of this Deed of Trust, the Note or any other Lean Decument is construed by art of competent jurisdiction to be veid, invalid or unstalerceable, such construction chall set affect after provisions of this Deed of Erast or the Note or the other Lean Decuments which can be given effect without the void, invalid of theofercable provision, and to this and the provisions of this Deed of Trues, the Note and any other Logo Document are declared to be agreeable.

this Deed of Truet, the Note and any other Loan Document era declared up be severable.

30. NOTICES. Except for any notice required by applicable type up by them in eactive manner; take all notices provided pursuant to the Note, this Deed of Truet or any other Lean Decupyon that he is writing to see such notice; shall be deemed received upon the partier of 1); receipt in person by the recipiont party or till Reley's liber mailing such notice; serting may, return receipt requested to the address; as forth herein or such other address as the recipions party may have designated by notice given the framework as the recipions the recipions.

15. LOST INSTRUMENTS. In the event that following assertion, the five Document, or any other Lean Document, is fix—3. žhigh.

dracrayad or musifated. Barrower agrees to execute another original of such Note, Dood of Trust or Lean Document. 🛎 [8—3]

39. TRUSTEE. The Truster shall not be liable for any arror of judgment or not done by the Trustee in good Talth, or be oth responsible of accountable under any circumstances whetacover, except for the Trusto's grom werligonce or wilful misconduct. The Truston shall have the right to rely on any instrument, documenter signature outborising or supporting any action taken or proposed to be taken by him increased as the taken by him increased as the taken by the frustee thall, until used or applied as herein growided, be held in trust for the purposes for which they were received, but need not be engregated in any measur from any other measur texcept to the extent required by law, and the Trustee shall be under no liability for interest on any moneys received by him becounder. Becrower will rejenburge the Trustee for, and indominally and save him harmless against, any and all liability and appears which may be incurred by Trustee in the

31. SUBSTITUTION OF TRUSTER, The Trustee may resign by an instrument in writing addressed to the Let der, or the Trustee may be removed at any time with or without cause by the Lander. In case of the death, resignation, someval or disqualification of the Trustee : - 15 for any reason the Londor shall deem it desirable to appoint a substitute or successor trustee to not incread of the herein named trustee or any 1.1-stitute or successor trustee, then the Lender shall have the right, and is hereby authorized and empowered, to appoint a successor trustee, or a substitute truster, without ather formality than appointment and draignation in writing executed by the Lander, and the authority hereby conferred shall extend to the appointment of other successor and publicistic trustees successively until the indebtedness secured hereby has been paid in full or until all of the Preparty resold by largelesure hereunder. Such apparetment and designation by the Landay shall be full gradenes of the right and authority to make the same and of all facts therein recited. If the Lender is a corporation and auch appointment is executed in its behalf by an officer of such curporation, such appointment shall be conclusively presumed to be assessed with authority and shall be valid and sufficient without proof of any action by the biard of directors or any superior officer of the corporation. Upon the making of any such appointment and designation, all of the estate and sitle of the Texator in the Property shall yest in the named successive or substitute trustee and he shall the reupin succed to and shall hold, possess and coccus all the rights, powers, privileges, immunities and duties hereit, conferred upon the Truster; but never the less, upon the mertion request of the Lander or of the successor or substitute trades, the Tamber ceasing to act shall execute and deliver an instrument transferring to such successor or substitute temstor off of the estate and title in the Property of the Trustes so centing in sec. together with all rights powers previous, immunities and duties become conferred upon the Terustae, and thall duly assign, transfer and deliver ony of the proporties and moneys held by said Trustee hereunder to said successor or substitute trustee. All references herein to the Trustee fine luding any successor or substitute appointed and drighted as herein provided from time acting hereunder. Borrower hereby ratifies and confirms any and all acts which the herein named Trustee or his successor or successors, substitute or substitutes, in this trust, shall do in a fully by vertus hereof

24. RELEASE. If Borrower thall well and cruly ner, or cause us be gaid, the indebteduess netured hereby, and any other indebteduess that may be event thereunder or hereunder. Nicola test not presented by the state of the same of the s Restablication and at the expense of the expense of the selection of the selection of the sepense of Borcawer.

*(6-1) provided, however, Borrower shall not be obligated to execute any document which would increase its obligations or dumnish its rights other than as interled hereunder. *(8-3) so long as lender indemnifies Borrower against cost, expense and liability of lost unstruments which are under Lender's control.

*(8-4) 10 days prior to the effective date of change

35. RENEWAL AND EXTENSION. The Lender, without notice, may release any part of the property, or any person liable on the indubtedness occured hereby, without in any way affecting the iron hereof uson any partion of the Property not expressly released, and may sucre with any party obligated on said indebtedness, or having any interest in the Property, to renow and extend the time or manner of payment of all or any part of said indebtedness. Such agreement shall not in any way release ar impair the lion hereof, but shall renow and extend the iron hereof against the Property without altering or affecting the priority of the lion created by this Deed of Trust in favor of any jumor encumbrances, marriagger or purchaser, or any person acquiring an interest in the Property, and this Deed of Trust shall remain first and superior to any lions that may be placed therean, or that may be fixed, given or imposed by law thereon after the execution of this instrument netwithstanding any such extension of the time of payment, or the release of a portion of said property from this lion.

IS. GRANTORS NOT RELEASED. In the event the Lender approves a future empryance of the Property, or any part thereto, and title becomes vasuad in a person other than Borrower, the Lender may, without notice to Borrower, deal with such aucrement or successors in interest with reference to this Deed of Trust and to the Note in the same manner as with Serrower without in anyway vitiating or discharging Borrower's limbility hereunder or upon the indebtedness occured hereby. No sale of the Property and no forboarance on the part of the Lender and me extension of the time for the payment of the blots, given by the Lander, shall operate to release, modify, change or affect the original liability of

Borrower, either in whale or in part.

37. EXCESS INTEREST. As used byrein; the term "maximum taget have at interest might meet refer to the maximum natiusurious rate of interest, if any, that may be lawfully centracted for, charged, taken, received by Lander from Borrower in connection with the indebtedness secured hereby and in regard to which Borrower would be prevented successfully from raising the claim or defense of usury under applicable law as new, or to the extent permitted by law, as may hareafter be, in affect toad law permitting the highest rate being herein referred to as the 'Interest Law". Union changed in accordance with law, the applicable rate ceiling under Texas few shall be the indicated tweekly) rate colling, from time to time in office, as provided in Acticle 5055-1.04 of the Teass Ravised Civil Statutes, as amended. It is the intention of Borrower and Londer to conform strictly, to the interest Law applicable to this loan transaction. Accordingly, it is agreed that to the control of the grant of the contrary in the Deed of Trust, the Note or in any of the documents securing payment of the indebtedness secured hereby as otherwise relating therate, the excepts of all interest and any other charges or consideration constituting interest under applicable interest Law that is taken, reserved, contracted for, charged or received under this Doed of Tours or under any of the other aforesaid agreements or otherwise in connection with this loan transaction shall under no circumptances exceed the maximum amount of interest allowed by the interest Law applicable to this loan transaction. If any usurious interest in such respect is provided for, or shall be adjudicated to be so provided for, in this Doed of Trust, in the Note or in any of the documents securing payment of the indebtedness secured hereby or otherwise viating thereta or if any acceleration of the maturity of the indebtedness secured boreby or if any propagation of and indebtedness results in the payment of any interest in excess of the Maximum Logal Rate of Interest ta) the provisions of this peragraph shall govern and control (b) neither Borrower noe Borrower's heirs, legal representatives, successors or assigns or any other party liable for the payment of said indebted nem shall be obligated to pay the amount of such interest to the extent that it is in excess of the Maximum Legal Rate of Interest, icramy excess shall be deemed a mixtake and cancelled automatically and. If theretaiore paid, shall be credited on said indebtedness by Landor for if said indebtedness shall have been paid in full, refunded to Borrowert and ids the effective rate of interest shall be automatically subject to reduction to the Maximum Legal Nate of interest allowed under such interest Law as now or hareafter construed by courts of appropriate jurisdiction. All sucception of a spread to be said the Lender for the use, forebegrance or detention of the indebtedness secured hereby shall, to the extent permitted by the interest Law applicable to this loan transaction, be amortized, proested, ellorated and spend throughout the full term of mid indebtedness until paid in full so that the rate or amount of interest on account of said indebtedness does not accord the applicable marry ceiling. Notwitheranding any provision contained in the Nate, this Deed of Trust or any Lass Document that permits the compounding of interest, including without limitation any provision by which any of the accrued interest is added to the principal amount of the indebtodness occurs hereby, the total amount of interest that Barrower is obligated to pay and Lender is entitled to receive with respect to the indebtedness occured hereby shall not exceed the amount. calculated on a simple tile,, non-compounded interest basis at the Maximum Legal Rate of Interest on principal amounts actually advanced to or for the account of Borrower, including the initial advance under the Note and may advances made pursuant to the Note or this Doed of Trust teach so for the payment of taxes, insurance premiums and the like).

(SEE ATTACHED RIDER FOR ITEMS 38 and 39

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The undersigned Secretor requests that a copy of any motion horsessio	. No mortant so la pai ino maldiman par farth hallant.
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Mailing Address for	
Novices:	
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IN HITHERS HARRIST, the Borrower has executed this peed of Truet as	a mountain and an and an and an annual moreon.
•	
•	HERCULES OFFSHORE CORPORATION

STATE OF TEXAS

COUNTY OF HARRIS 5

BEFORE ME, the undersigned authority, on this day personally appeared William C. Coward, the President of Hercules Offshore Corporation, Known to me to be the person and officer whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed and in the capacity therein stated.

of January, 1989.



Notary Public in and for TEXAS

Printed Name of Notary

President

My Commission Expires:_____

### RIDER TO FIRST DEED OF TRUST AND SECURITY AGREEMENT

3B. ENVIRONMENTAL MATTERS. Borrower represents that it, and to the best of its knowledge, the holders of easements, licenses, Occupancy agreements and any other rights relating to the use of all or any portion of the Property (herein jointly called "Persons Responsible"), are currently in compliance with, and covenants and agrads that it will manage and operate the Property and will cause each Person Responsible to occupy and use its demised portion of the Property in compliance with, all federal, state and local laws, rules, regulations and ordinances regulating, without limitation, air pollution, soil and water pollution, and the use, generation, storage, treatment and removal, handling or disposal of hazardous or toxic substances or other materials (including, without limitation, raw materials, products, building components, supplies or wastes). Borrower further covenants and agrees that it shall not install or permit to be installed in the Property asbestos or any substance containing asbestos and deemed hazardous by or in violation of such federal, state or local laws, rules, regulations or others respecting such material. Borrower shall send to Lender, within five days of receipt of completion thereof, any report, citation, notice or other writing including, without limitation, hazardous waste disposal manifest, by, to or from any governmental or quasi-governmental authority empowered to regulate or oversee any of the activities discussed in this paragraph, whether demonstrating compliance with applicable law, noticing noncompliance, requesting or requiring notice of action, commencing investigation or requesting Borrower to show cause why action is not required. After reasonable inquiry, Borrower is not aware of any hazardous or toxic substances on or in the Property whether contained in tanks or other containers, in structures or equipment, or incorporated in buildings. In the event that, through whatever means, Borrower or a third party discovers hazardous substances on the Property, Borrower shall remedy, rectify, rehabilitate, correct and remove from the Property and dispose of any such hazardous or toxic substances or other materials in a manner consistent with and in compliance with applicable laws, rules, regulations and ordinances. Borrower shall take any and all action necessary, including but not limited to, bringing legal suit against, those Persons Responsible for the presence of the substance on site, or otherwise obligated by law to bear the cost of such Lender shall be subrogated to Borrower's rights against any and all Persons Responsible; provided, however, Lender shall in no event be obligated to remedy, rectify, rehabilitate, correct or remove and dispose of any such substances nor shall Lender be obligated to take any action against Persons Responsible for the foregoing activities. Borrower agrees to indemnify, defend with counsel acceptable to Lender (at Borrower's sole cost), and hold Lender harmless against any claim, response or other costs, damages, liability or demand (including without limitation, reasonable attorney fees and costs incurred by Porrower or Lender, or both) arising out of any claimed violation by Borrower or any Person Responsible for any of the foregoing laws, regulations or ordinances or breach of any of the foregoing representations, covenants or agreements. Borrover specifically agrees that, notwithstanding any provision to the contrary in this Deed of Trust, this indemnification shall survive the reconveyance or release of this Deed of Trust, whether pursuant to payment in full of the Note or judicial or nonjudicial foreclosure by Lender under this Deed of Trust and that, if requested by Lender, Borrower at any time shall execute a separate writing setting forth such indemnification.

39. NOTICE AND CURE. The commission of any act prohibited, or the omission of any act required by the Note, this Deed of Trust

. ,Rider Page 2 of 2

or any other Loan Document, or any occurrence set forth in paragraph 20 of this Deed of Trust shall constitute an "Event of Default." If Borrower shall fail to make any payment under the Note, this Deed of Trust or any other Loan Document which shall remain unpaid for a period of 5 days after notice thereof, or if a nonmonetary Event of Detault shall occur under paragraph 20 of this Deed of Trust and remain uncured for a period of thirty (30) days after notice thereof or for such other periods as for curing a default as is specifically provided in said paragraph 20, or if any other nonmonetary Event of Default under any Loan Document shall occur and remain uncured for a period of thirty (30) days after notice, Lender may, at its option, exercise any or all of the remedies and rights set forth in this Deed of Trust, the Note or any other Loan Document.

Notwithstanding the foregoing, if an Event of Default shall occur (other than payment of the indebtedness pursuant to the Note or any act of insolvency described in paragraph 20(i) on page 6 of this Deed of Trust) and such Event of Default is susceptible to cure but not within the thirty (30) day cure period provided above, then, provided that (i) within such thirty (30) days Borrower shall initiate such legal or other appropriate action to cure such Event of Default and shall promptly notify Lender of such curative action; (ii) Borrower shall diligently and in good faith pursue such curative action through completion and, with regard thereto, shall provide to Lender monthly written status reports; and (iii) deposit such sums with Lender as Lender may reasonably require to insure or otherwise bond over the matter which is the subject of the Event of Default, THEN Lender shall not, with respect to such Event of Default, be entitled to exercise the remedies and rights provided in paragraph 20.

Lender shall not be obligated to accept any cure or tender of cure of an Event of Default after the expiration of the applicable notice and cure period, if any; provided, however, that Lender's acceptance of a cure of an Event of Default after expiration of the applicable notice and cure period shall constitute a cure of the specific default. Notwithstanding the foregoing, the acceptance of a cure after expiration of the applicable notice and cure period shall not be deemed a waiver of any other Event of Default nor shall such acceptance establish any waiver or course of dealing with respect to any other or subsequent Event of Default.

DEED OF TRUST EXHIBIT "A"

Eight (8) tracts of land out of the Brazos Coast Investment Company Subdivision No. 8, F. J. Calvit League, Abstract 51, Brazoria County, Texas, and being more particularly described on Property Exhibit A attached hereto and made a part hereof.

EXMAN.A

Tract No. 23 of Brazon Coast Investment Coapeny Subdivision No. 6, F. J. Calvit League, Abstract 51, Brazorier County, Texas, occarding to the map or plat thereof duly of record in Values 1, Page 141 at mag, of the Plat Seconds of Brazoria County, Texas, to which reference to here made for all appropriate purposes.

Tract No. 21 out of the Branes Coast Investment Company Subdivision No. 8. in the A. Culvit League, Abstract No. 31, Braneria County, Texas, and being three separate tracts and being all of the end Tract No. 21, and lying North of the Introductal Count and being described on follows:

Segimming at an iron rod in the Northeast line of the sold Tract No. 21, which beers South 63 degrees 36" that a distance of 20.0 feet from the original North corner of the asia Tract No. 21, and being in the Southeast right-of-way line of County Sout No. 756;

Theree South 43 degrees 36' East a distance of \$61.0 feet to a point for corner and being on the bank of the Intraceastal Commit

Thence Southwesterly along the bank of the Intracoastal Gazal With the following meandets:

- 5. 46 degrees 44' W. a distance of 65.11 feet,
- S. 56 degrees 30' W. a distance of 132.40 fest,
- S. 42 degrees 40' W. a distance of 63.96 feet to a point for corner and being in the Southwest line of the said Tract No. 21;

These North 45 degrees 36' Nest slong the Southwest line of the said Tract No. 21 & distance of 656.0 feet to an iron rod for corner and being in the Southeast right-of-way line of County Road No. 756;

Theore North 44 degrees 24' East along the Southeast right-of-way line of County Read No. 756 a distance of 263.7 feet to the Place of Regioning and containing 3.974 scree of Land, were or less.

Tract No. 21, Brazos Coast Investment Company Subdivision, Sivision No. 8, F. J. Calvit League, Abstract 51, in Brazoria County, Texas, according to the map or plat thereof duly recorded in the office of the County Clerk of Brazoria County, Texas, the same being the come property conveyed to Culfro Meriae Maintenance, Inc., from B. L. Tanner by doed dated the 14th day of May, 1970, of record in Volume 1040, Page 535, Bood Records of Brazoria County, Taxas, to which reference here is made for all purposes.

The SMRFACE AND SURFACE CHAIR of Tract 24, Brazon: Great Investment Company Subdivision No. B. F. J. Calvit League, Abstract St. Brazonia County, Temas, according to the map of plat thereof duly recorded in Volume 2, Page 141 of coq., Plat Records, Brazonia County, Texas.

THE SURFACE AND SURFACE CHLY of Tract 25, Brazos Caset Investment Company Subdivision No. 8, F. J. Calvit League, Abstract 31, Brazoria County, Texas, according to the map or plat thereof duly recorded in Volume 2, Page 141 et 804., Plat Records, Brazoria County, Texas.

Tract 55, Brazon Count Inventment Company Subdivision No. 8., F. J. Calvit League, Abstract 51, Brazoria County, Texas, according to the map or plat thereof duly recorded in Volume 2, Fogs 141 at moq., Flat Records, Brazoria County, Texas.

'. Tract 57 out of Division B of the B.C.T.C. Subdivision, F. J. Calvit League, Abstract 51, Brazoria County, Texas, according to the map or plat thereof recorded in Volume 2, Page 143 of the Plat Records of Brazoria County, Texas.

Tract 50, of the Brazos Coust Investment Company Subdivision No. 3, in the F. J. Calvit League, Abstract No. 31, Brazotis County, Texas, according to the map or plat thereof recorded in Volumn 2, Page 143 and 144 of the Plat Records of Brazonia County, Texas.

PROPERTY EXHIBIT

### EXHIBIT B DEED OF TRUST

2 36

### Primitted Encumbrances

- 1. TAXES FOR THE YEAR 1989 AND SUBSEQUENT YEARS, AND SUBSEQUENT ASSESSMENTS, FOR PRIOR YEARS DUE TO CHANGE IN LAND USAGE OR OWNERSHIP.
- USURY OR CLAIMS OF USURY.
- 3. ANY RIGHT OF RESCISSION CONTAINED IN ANY CONSUMER CREDIT PROTECTION OR TRUTH-IN-LENDING LAWS (IF APPLICABLE THERETO).
- 4. THE FOLLOWING LIEN(S) AND ALL TERMS, PROVISIONS AND CONDITIONS OF THE INSTRUMENT(S) CREATING OR EVIDENCING SAID LIEN(S) ATTACHED HERETO AS EXHIBIT B-1.

EX8-704.01

#### EXHIBIT B-1

### As to Tract 23:

Spoil easement conveyed to or reserved . United States of America described in instrument recorded in Volume 295, Page 524 of the Deed Records of Brazoria County, Texas.

Road easement conveyed to or reserved by Brazoria County described in instrument recorded in Volume 798, Page 692 of the Deed Records of Brazoria County, Texas.

Easement conveyed to or reserved by Houston Lighting & Power Company described in instrument recorded in Volume 1410, Page 128 of the Deed Records of Brazoria County, Texas.

All the oil, gas and other minerals, the royalties, bonuses, rentals and all other rights in connection with same, all of which are expressly excepted herefrom and not insured hereunder, as same are set forth in instrument recorded in Volume 912, at Page 850 of the Deed Records of Brazoria County, Texas. (Title to said interest not checked subsequent to date of aforesaid instrument).

### As to Tract 21

c

A 1/64 royalty interest in and to all oil, gas and other minerals on, in, under or that may be produced from the subject property is excepted herefrom as the same is set forth in instrument recorded in Volume 309, Page 629 of the Deed Records of Brazoria County, Texas. (Title to said interest not checked subsequent to date of aforesaid instrument).

1/4 of the oil, gas and other minerals, the royalties, bonuses, rentals and all other rights in connection with same, all of which are excepted herefrom as the same are set forth in instrument recorded in Volume 486, at page 472 of the Deed Records of Brazoria County, Texas. (Title to said interest not checked subsequent to date of aforesaid instrument).

1/2 of the oil, gas and other minerals, the royalties, bonuses, rentals and all other rights in connection with same, all of which are excepted herefrom as the same are set forth in instrument recorded in Volume 681, at page 26 of the Deed

STEWART TITLE

1

EXCEPTIONS (continued)
Records of Brazoria County, Texas. (Title to said interest not checked subsequent to date of aforesaid instrument).

1/8 of the oil, gas and other minerals, the royalties, bonuses, rentals and all other rights in connection with same, all of which are excepted herefrom as the same are set forth in instrument recorded in Volume 859, at page 269 of the Deed Records of Brazeria County, Yexas. (Title to said interest not checked subsequent to date of aforesaid instrument). (Less a 1/256 non-participating royalty).

Essement conveyed to or reserved by United States of America described in instrument recorded in Volume 319, Pages 38, 40 & 48 of the Deed Records of Brazoria County, Texas.

Easement conveyed to or reserved by United States of America described in instrument recorded in Volume 320, Page 341 of the Deed Records of Brazoria County, Texas.

Easement conveyed to or reserved by Brazoria County described in instrument recorded in Volume 798, Pages 679 & 681 of the Deed Records of Brazoria County, Texas.

As to Tract 22

Easement conveyed to or reserved by United States of America described in instrument recorded in Volume 319, Page 61 of the Deed Records of Brazoria County, Texas. (Spoil easement rights released in Volume 1083, Page 914 of the Deed Records of Brazoria County, Texas).

Road easement conveyed to or reserved by Brazoria County described in instrument recorded in Volume 798, Page 685 of the Deed Records of Brazoria County, Texas.

As to Tract 24:

Easement conveyed to or reserved by United States of America described in instrument recorded in Volume 298, Page 7 of the Deed Records of Brazoria County, Texas.

hoad essement conveyed to or reserved by Brazoria County described in instrument recorded in Volume 798, Page 674 of the Deed Records of Brazoria County, Texas.

Easement conveyed to or reserved by Houston Lighting & Power Company described in instrument recorded in Volume 1410, Page 13 of the Deed Records of Brazoria County, Texas.

STEWART TITLE

All the oil, gas and other minerals, the royalties, bonuses, rentals and all other rights in connection with same, all of which are expressly excepted herefrom and not insured hereunder, as same are set forth in instrument recorded in Volume 609, at Page 139 of the Deed Records of Prazoria County, Texas. (Title to said interest not checked subsequent to date of aforesaid instrument). (Except a 1/32 royalty).

All the oil, gas and other minerals, the royalties, bonuses, rentals and all other rights in connection with same, all of which are expressly excepted herefrom and not insured hereunder, as same are set forth in instrument recorded in Volume 894, at Page 644 of the Deed Records of Brazoria County, Texas. (Title to said interest not checked subsequent to date of aforesaid instrument).

. All the oil, gas and other minerals, the royalties, bonuses, rentals and all other rights in connection with same, all of which are expressly excepted herefrom and not insured hereunder, as same are set forth in instrument recorded in Volume 896, at Page 328 of the Deed Records of Brazoria County, Texas. (Title to said interest not checked subsequent to date of aforesaid instrument).

- . As to Tract 25:
- Easement conveyed to or reserved by United States of America described in instrument recorded in Volume 319, Page 61 of the Deed Records of Brazoria County, Texas.
- Road easement conveyed to or reserved by Brazoria County described in instrument recorded in Volume 798, Page 674 of the Deed Records of Brazoria County, Texas.
- All the oil, gas and other minerals, the royalties, bonuses, rentals and all other rights in connection with same, all of which are expressly excepted herefrom and not insured hereunder, as some are set forth in instrument recorded in Volume 621, at Page 307 of the Desi Records of Brazoria County, Texas. (Title to said interest not checked subsequent to date of aforesaid instrument).
- . As to Tract 55:

C

- Easement conveyed to or reserved by United States of America described in instrument recorded in Volume 319, Page 61 of the Deed Records of Brazoria County, Texas.
- A 1/8 royalty interest in and to all oil, gas and other minerals

  STEWART TITLE

on, in, under or that may be produced from the subject property is excepted herefrom as the same is set forth in instrument recorded in Volume 868, Page 959 of the Deed Records of Brazoria County, Texas. (Title to said interest not checked subsequent to date of aforesaid instrument).

### As to Tract 57:

Easement conveyed to or reserved by United States of America described in instrument recorded in Volume 319, Page 61 of the Deed Records of Brazoria County, Texas.

All the oil, gas and other minerals, the reyalties, bonuses, rentals and all other rights in connection with same, all of which are expressly excepted herefrom and not insured hereunder, as same are set forth in instrument recorded in Volume 359, at Page 29 of the Deed Records of Brazoria County, Texas. (Title to said interest not checked subsequent to date of aforesaid instrument). (Less 1/16 royalty)

Reseration of 1/2 of interest owned in oil, gas and other minerals reserved in Volume 914, Page 639 of the Deed Records of Brazoria County, Texas.

### As to Tract 58:

Easement conveyed to or reserved by United States described in instrument recorded in Volume 311, Page 130 of the Deed Records of Brazoria County, Texas.

### . As to All Tracts:

This Company shall have no liability for, nor responsibility to defend, any part of the property described herein against any right, title, interest or claim (valid or invalid) of any character had or asserted by the State of Texas or by any other government or governmental authority or by the public generally (1) in and to portions of the above described property which may be within the bed, shore, or banks of a perennial stream, or of a stream or lake navigable in fact or in law; or within the bed or shore or the beach adjacent thereto of a body of water affected by the ebb and flow of the tide and (2) in and to portions of the above described property which may be between the water's edge and the line of vegetation on the upland or for any claim or right for ingress thereto or egress therefrom.

STEWART TITLE

# As to Tract 55:

Road Right-of-Way as depicted on survey prepared January 19, 1989, by E. C. Quickel, Jr., Registered Public Surveyor No. 1545.

# As to Tract 57:

Road Right-of-Way as depicted on survey prepared January 19, 1989, by E. C. Quickel, Jr., Registered Public Surveyor No. 1545.

# As to Tract 58:

Road Right-of-Way as depicted on survey prepared January 19, 1989, by E.C. Quickel, Jr., Registered Public Surveyor No. 1545.

# As to All Tracts:

Road as shown on plat reflected in Volume 2, Page 141, of the Plat Records of Brazoria County, Texas.

DEED OF TRUST

EXHIBIT "C"

All buildings, improvements, equipment and other properties that are now or are hereafter acquired by Debtor and become affixed or attached to the tract of land located in Brazoria County, Texas as described in Exhibit A attached to the above Deed of Trust, including without limitation, the properties more fully described in Exhibit C-2 attached hereto, and all additions and other properties and all substitutions and replacements thereof and all proceeds thereof.

EXMAN.C

### EXHIBIT C-2

# ASSET LISTING FOR SALE OF FREEPORT MARINE PROPERTY TO HERCULES OFFEHORE DRILLING

# APPURTENANCES OF MARINE YARD

Fence on lots 21 & 22 Slip #1 on lot 21 Marine rail 6lip #1 on lot 22 Work slab 6 in thick 24 ft x 40 ft Work slab 6 in thick 50 ft x 60 ft Work slab 6 in thick 100 ft x 150 ft Work slab 50' dia. meter 4 - 6 x 6 x 1 bottle foundations 550 ift bulkhead on lote 21 & 22 No. 1 power house Electrical system for power house 8 x 12 all steel storage building 50 x 100 steel building with OH orane Warehouse building additions 52 x 80 rigid frame steel building 20 x 15 steel frame winch house 20 x 30 tin siding mechanic bldg Septic tank Elect. wiring from substation to field Barge slip winch foundation 2 - Water system improvements Water well - 300 ft deep Slabs on lot 23 Fence on lot 23 Underground exygen & air on lot 23 Slabs on lot 24 Fence on lot 24 Slabs on lot 25 Fence on lot 25 Building on lot 24 power substation Underground elec. Sheet piling on lot 24 Electric substation Road repairs Fence Bulk headed load out pad Additional bulkheads 2 - Repairs to 5 ton hoist 1643 Serial #PDQ1104 E5 ton hoist w/trolley 1643 Serial #PDQ1104 Hoist-rotary side by side 2 frame 0018 5 ton hoist w/trolley 1806 Serial #AB30FU 2 - Marine railway repairs Gas freeing facility repairs Launch pradles Winch motors cable & chain Nash Mo. CL-1002 vacuum pump Serial #U45201002000

# APPURTENANCES FOR MARINE YARD - Contd

Pump package for gas freeing
F&P 150 HP boiler
40 ft boat ramp walkway
30 ft boat ramp walkway
24 ft boat ramp walkway
Scaffold frame braces & access
Railway rollers pipe rod & access
Marine rail concrete base/12WF55
Railway winch - Braden M150A Serial #P001313
Gould centrifugal pump model 3196 Serial #799B45184
45 ft twin screw shift tug Serial #GAYLYNN
Repairs to MV "Gaylynn"
US motor 75 hp Serial #8558
1984 Lowe 18ft boat Serial #LWN7781DM84B

#### MARINE EQUIPMENT

740 CRM elec. air comp. Ridgia 535 pips threading machine 890 Serial #346005 6612 TIR electron IC key phone system 3029 Serial #612K5U60012F 6616 electronic key phone system 3029 Serial #DLP82V12491KFT 5 - Steel work tables Hoist 150K lb slp electric & TC Enerpac 100 T hyd hand jack 932 Enerpac 100 T hyd hand jack 933 2 - Burning tables 2 - B ton bb come-a-longs Oil drum rack 2000 gal diesel fuel tank 1500 gal portable storage tanks 2000 gal gasoline tank 000 gal gasoline tank
2 - 4 x 5 x 4 steel gang boxes
2 - Portable power substations Rockwell drill press Mod 70-130 C1568 Serial #32015-6 3 phase Baldor out-off saw Buffalo 12 speed HD drill press Magnetic drill 4 - 2 in air pumps 6" water pump with diesel engine Serial #P=8505702/E=TK3433 Used Link Belt Speeder model L5108 527 Serial #9 LG 2763 6 - Repairs to Link Belt 527 Serial #LG-2763 Detroit diesel engine - used 527 Serial #4A191433 Repairs 527 Serial #9LG2783 Grove RT-58 14 ton hydraulic crane 549 Serial #33985 Repairs to crane 549 Serial #33985 Airco welding machine 400 amp Serial #HH046083 Airco welding machine 400 amp Serial #HH038082

# MARINE EQUIPMENT - Cont'd

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Airco welding machine 400 amp Berial #HH046074
Airco welding machine 400 amp Serial #HH046071
Airco welding machine 400 amp Serial #HH046073
Airco welding machine 400 amp Serial #HH038083
Airco welding machine 400 amp Serial #HH046082
Airco welding machine 400 amp Serial #HH04608)
Airco welding machine 400 amp Serial #HH046072
Airco welding machine 400 amp Serial #HH046084
Airco welding machine 300 cmp Serial #HD688732
Airco welding machine 300 cmp Serial #HD699338
Airco welding machine 300 amp Serial #HD699325
Airco welding machine 300 amp Serial #HF883610
Airco welding machine 300 amp Serial #HF883611
Airoo welding machine 300 amp Serial #HF8B3613
Airco welding machine CV300 shor are Serial #RG51138
2 - Trauk torches
800 canned sand unit 2400 Serial #1175A
Repairs 2400 Serial #1175A
680 ID canned sand unit A2400
2 - Portable canned sand units
25 ton sand hopper
Electric station
Portable oxy/accet/air supply unit
Liquid oxygen vessel $1553
4 - Portable oxygen & gas racks
18000 gal. cylindrical storage tank
42000 gal. rectangular storage tank
10000 gal. vacuum tank
30000 gal. fresh water tank
2 - Airless paint pumps Command 941-323
Sullair elect. air compressor 750CFM
Shop air compressor tank
4 - 1000 bb? bolted API oilfield tanks
500 bbl bolted API milfield tank
4 - 1600 bbl heavywall rivited tanks
600 bbl welded chemical tank
60 bbl S/S pressure tank
9500 gal pressure vacuum tank
5500 gal pressure vacuum tank
1979 Ford 4 wheel drive pickup Serial #F265PEG9217
1978 Jeep pickup Serial #JBA25NP150310
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# MARINE OFFICE FURNITURE AND FIXTURES

Port 286-2 640/K 1.2mb hard disk & squipment Serial \$161603280245 Printer stand Calculator - Canon 04100 Serial \$203201 Calculator - Monroe 06120 Serial \$H641540 Calculator - Monroe 06122 Serial \$D196680

# MARINE OFFICE FURNITURE AND FIXTURES - Cont'd

Monroe 1405 calculator 2 - Bookcases 2 - Large Bookçases Walnut executive bookcase 4 - Executive swivel armchairs 17 - Side chairs w/arms 3 - Swivel arm chairs Swivel chair Executive overstuffed arm chair 3 - Side chairs 3 - Executive swivel chairs Lazyboy recliner 4 - Lazyboy side chairs 2 - Modular credenzas 3 - Executive desks 4 - Walnut deaks 30 x 60 3 - 30 x 60 metal desks Walnut executive desk Desk 2 - Large metal desks Walnut exec sec desk w/pedestal Walnut sec desk w/pedestal Secretarial desk 2 - Desks Exec. 4 - File cab 4 drw ltr 2 - 4 drw fire proof file cabinets 3 - 4 drw locking file cabinets Shaw-Walker 2 drw looking file cab Cabinet type etorage unit 3 - 2 drw ltr file cab Wood storage unit Double door 6 shelf storage cabinet 6 shelf metal storage cabinet Racks for time clocks Time clock 3 - Walnut work tables Walnut lamp table Work table Plan table Walnut coffee table Conference table 2 - 8 ft folding tables 8 ft folding table Large work table IBM electronic 50 typewriter IBM Selectric II typewriter Wooden print receptacle bin Blackboard First aid cabinet Sofa

2 - Secretarial chairs

# MARINE OFFICE FURNITURE AND FIXTURES - Cont'd

Fax transceiver
14 x 70 mobile office trailer
14 x 50 mobile office trailer Serial #MDM1310
14 x 50 mobile office trailer recp & pur Serial #MOM1133
14 x 70 mobile office trailer Serial #CT-1698
Mobile toilet trailer
Barge cleaners substation
10 x 30 steel building paint storage

THE STATE OF TISSAS COUNTY OF MINIOUS

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This Piversing Statement is presented to a Filing Officer for filing	on ourseased to the Children Communicial Code	3. For Filing Officer (Date, Time, Number
1. Cobtor(s) Names and Mailing Address: (De not abbreviate)  HERCULES OFFSHORE  CORPORATION  11381 MEADOWGLEN  SUITE F  HOUSTON TEXAS 770  1. This Firstending Statement accepts the following types for item  WARNINGS II applicates in crops, Statement, impact or	2 Becard Partyles) Name and Address: ELDERS FINANCE 200 Park Avenue 26th Floor New York, NY 103	and Pling Office):
SEE SCHEDULE A		•
ATTACHED	•	1
Collateral is or include	es fixtures.	
Ourreedy autiject to a fivercing st Clarket is proceeds of the original Clas to which the filing has besetd.	evalue records.  District is accurity interest to administrative and continued in a particular accurate the administrative representation when it was brucked an executive continued described above in which a socurity first, or , or , identify or corporate structure of the debtor.	ional sheets presented
By Bigneture(s) of Deblar(s)	Use felichover algorative line is cappillate by	Signature(s) of Benzund Party(SE)
(1) Filling Officer Copy-I	Numerical ROTE ATTAC	CHING ADDITIONAL PAGES TO A STANDARD FORMS MENDER THE FOUND INTO A MONSTANDARD

# SCHEDULE A

All buildings, improvements, equipment and other properties that are now or are hereafter acquired by Debtor and become affixed or attached to the tract of land located in Brazoria County, Texas as described in Exhibit  $\lambda$ -1 attached hereto, including without limitation, the properties more fully described in Exhibit  $\lambda$ -2 attached hereto, and all additions and accessions to any such buildings, improvements, equipment or other properties and all substitutions and replacements thereof and all proceeds thereof.

SCHAN, A

# 89644 498 POOR ORIGINAL

Tract No. 23 of Brosou Coast Investment Company Subdivision No. 6, 7. J. Valvit beagur. Abstract 31, Brasorier County, Texas, according to the map or plat thereof duly of record in Volume 1, Page 141 at eaq. of the Ties Records of Bassoria County, Texas, to which reference is here ande for all appropriate purposes.

Treet No. 21 out of the Brazes Coast Investment Company Subdivision No. 8, in the A. Calvit League, Abstract No. 31, Brazeria County, Texas, and being three asperate tracts and being all of the said Tract No. 21, and lying North of the Intratemental Canal and being described as follows:

Deginning at an iron rod in the Northeast line of the asid Tract No. 21, which beers South 45 degrees 36' East a distance of 20.0 feet from the original North corner of the said Tract No. 21, and being in the Southeast right-of-way line of County Road No. 756;

Thence South 45 degrees 36' East a distance of 661.0 feet to a point for corner and being on the bank of the Intraconstal Canal;

Theore Southwesterly along the bank of the Intraconstal Canel with the following meanders:

- S. 48 degrees 44' W. a distance of 66.11 feet,
- S. 50 degrees 30' W. a distance of 132.60 feet,
- 5, AZ degrees 40' W. a distance of 65.96 feet to a point for corner and being in the Southwest line of the enid Treet No. 21;

Thence North 45 degrees 36' Best along the Seutimest line of the said Tract No. 21 a distance of 634.0 feet to an iron rod for corner and being in the Southeast right-of-way line of County Bood No. 736:

Thence Horth 44 degrees 24° East along the Southeast right-of-way line of County Read No. 756 a distance of 263.7 feet to the Pines of Beginning and containing 3.974 seres of land, were or less.

Tract No. 2:, Brazos Const Inventment Company Subdivision, Division No. 8.
7. J. Calvit League, Abstract 51, in Brazoria County, Texas, according to the map or plot thereof duly recorded in the office of the County Clerk of Brazoria County, Texas, the same being the same property conveyed to Gulfeo Marine Haintenance, Inc., from B. L. Tanner by deed dated the 14th day of Mry, 1970, of record in Volume 1060, Page 535, Bood Records of Brazoria County, Texas, to which reference here is undo for all purposes.

THE SURFACE AND SURFACE CHET of Tract 24, brases Chapt Investment Company Subdivision No. 8, F. J. Calvit League, Abstract 31, Brazeria County, Texas, according to the map or plat thereof duly recorded in Volume 2, Page 141 et seq., Plot Records, Brazeria County, Texas.

THE SURFACE AND SURFACE CHLT of Tract 25, Brazos Coset Investment Company Subdivision No. 6, F. J. Calvit League, Abstract 51, Brazoria County, Texas, secording to the map or plat thereof suly respected in Volume 2, Page 141 et seq., fint Records, Brazoria County, Texas.

Tract 35, Brazes Coast Investment Company Subdivision No. 8., 2. J. Calvit League, Abstract 51, Brazesia County, Tazas, according to the map or plat thereof duly recorded in Volume 2, Page 141 at seq., Plat Records, Brazesia County, Texas.

'. Tract 57 out of Division 8 of the B.C.I.C. Subdivision, F. J. Calvit League. Abstract 51, Stazoria County, Texas, according to the map or plat thereof recorded in Volume 2, Page 143 of the Pint Records of Bracoria County, Tongs.

.. Tract 58, of the Brazos Coast Investment Company Subdivision No. 8, in the F. J. Calvit League, Abstract No. 51, Brazoria County, Texas, according to the map or plat theronf recorded in Volume 2, Page 143 and 144 of the Plat Records of Brazoria County, Taxos.

# EXHIBIT A-2

### ASSET LISTING FOR SALE OF FREEPORT MARINE PROPERTY TO HERCULES OFFEHORE DRILLING

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F&P 150 HP boiler
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30 ft boat ramp walkway
24 ft boat ramp walkway
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Railway rollers pipe rod & access
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Railway winch - Braden M150A Serial #P001313
Gould centrifugal pump model 8196 Serial #798B45184
45 ft twin sorew shift tug Serial #GAYLYNN
Repairs to MV "Gaylynn"
US motor 75 hp Serial #8558
1984 Lowe 16ft boat Serial #LWN7781DM84B

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Airco welding machine 400 amp Serial #MH046061
Airco welding machine 400 amp Serial #HHO46072
Airco welding machine 400 amp Serial #HH045084
Airco welding machine 300 amp Serial #HD688732
Airco welding machine 300 amp Serial #HD699338
Airco welding machine 300 amp Serial #HD699326
Airco welding machine 300 amp Serial #HF883810
Airco welding machine 300 amp Serial #HF883811
Airoo welding machine 300 amp Serial #HF883813
Airoo welding machine CV300 short arc Serial #RG51138
2 - Track torches
800 canned sand unit 2400 Serial #1175A
Repairs 2400 Serial #1175A
680 ID canned sand unit A2400
2 - Portable canned send units
25 ton sand hopper
Electric station
Portable oxy/accet/air supply unit
Liquid oxygen vessel $1553
4 - Portable oxygen & gas racks
18000 gal, cylindrical storage tank
42000 gal. rectangular storage tank
10000 gal. vacuum tank
30000 gal. fresh water tank
2 - Airless paint pumps Command 941-323
Sullair elect. air compressor 750CFM
Shop air compressor tank
4 - 1000 bbl bolted API oilfield tanks
500 bbl bolted API cilfield tank
4 - 1600 bbl heavywall rivited tanks
800 bbl welded chemical tank
50 bbl 5/S pressure tank
9500 gal pressure vacuum tank
5500 gal pressure vacuum tank
1979 Ford 4 wheel drive pickup Serial #F26SPEG9217
1978 Jeep pickup Serial #J8A25NP150310
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Hobile toilet trailer
Barge cleaners substation
10 x 30 steel building paint storage

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COUNTY CLEAR

BRAZORIA COUNTY CLEAR

BRAZORIA COUNTY CLEAR

TOTAL 2.86

# DEED OF TRUST, SECURITY AGREEMENT, FINANCING STATEMENT AND ASSIGNMENT OF PRODUCTION

KNOW ALL MEN BY THESE PRESENTS: That the undersigned JAMES M. DUNNAM, who resides at 1111 Hermann Drive, Apartment 28E, Houston, Texas 77004 ("Mortgagor", whether one or more), for valuable consideration, the receipt of which is hereby acknowledged, and in consideration of the debt and trust hereinafter mentioned, has granted, bargained, sold, conveyed, transferred and assigned, and by these presents does grant, bargain, sell, convey, transfer and assign to BILL B. WHITE, Trustee, whose address is P.O. Box 2558, Houston, Texas 77252-8051, and his successors and substitutes in trust, as hereinafter provided, (the "Trustee"), for the benefit of TEXAS COMMERCE BANK NATIONAL ASSOCIATION, a national banking association, the banking quarters for which are in Houston, Harris County, Texas, and the mailing address for which is P.O. Box 2558, Houston, Texas 77252-8091, ("Mortgagee"), the following described property:

Certain interests in oil, gas and mineral estates in the property more particularly described in the scheduled attached hereto marked Exhibit "A" for identification, incorporated herein and made a part hereof for all purposes, (the "Land").

For the same consideration, Mortgagor hereby grants to Mortgagee a cortinuing security interest in all improvements and all personal property of any kind or character defined in and subject to the provisions of the Uniform Commercial Code, including the proceeds and products from any and all of such improvements and personal property, whether now owned and existing or hereafter acquired or arising, and situated on any of the Land, including, but not limited to, pipe, casing, tubing, rods, storage tanks, boilers, loading racks, pumps, foundations, warehouses, and all other personal property and equipment of every kind and character upon, incident, appurtenant or belonging to and used in connection with Mortgagor's interest in the Land, including all oil, gas and other minerals produced or to be produced to the account of Mortgagor from the Land and all accounts receivable, general intangibles and contract rights of Mortgagor in connection with the Land or the Leases, hereinafter defined, and all proceeds, products, substitutions and exchanges thereof (the Land, the Leases, hereinafter defined, and real and personal property interests hereinabove described being the "Mortgaged Property").

For the same consideration, Mortgagor hereby grants to Mortgagee any and all rights of Mortgagor to liens and security interests in the Mortgaged Property securing payment of proceeds from the sale of production from the Mortgaged Property, including, but not limited to, those liens and security interests provided for in Tex. Bus. & Com. Code Ann. \$9.319 (Tex. UCC) (Vernon Supp. 1988).

TO HAVE AND TO HOLD all and singular the Mortgaged Property and all other property which, by the terms hereof, has or may hereafter become subject to the lien and/or security interest of this Deed of Trust, Security Agreement, Financing Statement and Assignment of Production (this "Deed of Trust"), together with all rights, hereditaments and appurtenances in anywise belonging to the Trustee or assigns forever. Any additional right, title or interest which Mortgagor may hereafter acquire or become entitled to in the

interests, properties. Lands and premises aforesaid, or in the oil, gas or other manerals in and under or produced from the Land and leases shall inure to the benefit of and be covered by this Deed of Trust and constitute "Mortgaged Property", the same as if expressly described and conveyed herein.

#### ARTICLE I.

#### WARRANTIES

Mortgagor hereby binds itself, its successors and assigns, to warrant and forever defend all and singular the above describe property, rights, and interests constituting the Mortgaged Property to the Trustee and to his assigns forever, against every person whomsoever lawfully claiming or to claim the same or any part thereof by, through or under the Mortgagor, but not otherwise. For the same consideration Mortgagor for itself, its successors and assigns, covenants, represents and warrants that:

- (a) the execution and delivery by Mortgagor of this Deed of Trust and the performance and observance by Mortgagor of the terms and provisions of this Deed of Trust will not contravene any requirement of law or result in the breach or termination of, or constitute a default under, any indenture or other Agreement or instrument to which Mortgagor is a party or by which it or any of its property may be bound or affected;
- (b) Mortgagor is the lawful owner of the Mortgaged Property and has good right and authority to pledge, mortgage, assign, sell and convey the same;
- (c) Mortgagor's interests in the Mortgaged Property, as set forth in Exhabit "A" hereto, are true and correct;
- (d) all of the leases constituting all or part of the Mortgaged Property (the "Leases") are in full force and effect;
- (e) Mortgagor's interest in the Leases is free and clear of all liens, mortgages, oil paymerics, or other burdens or encumbrances except as specifically set forth in Exhibit "A" hereto;
- (f) all covenants, express or implied, in respect thereof, or of any assignment thereof which may affect the validity of any of the Leases, have been performed insofar as the Leases pertain to the Land;
- (g) all gross production taxes have been likewise paid; and
- (h) Mortgagor and the Mortgaged Property are in compliance with all applicable laws and regulations, including, without limitation, those relating to any flammables, explosives, radioactive materials, hazardous wastes, friable asbestos or any material containing asbestos, toxic substances or related materials, including, without limitation.

substances defined as "hazardous substances", "hazardous materials" or "toxic substances" in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, 42 U.S.C. Sec. 9601, et seq., or the Resource Conservation and Recovery Act, 42 U.S.C. Sec. 6901, et seq. ("Hazardous Materials").

#### ARTICLE II.

#### INDEBTEDNESS SECURED

This conveyance is made, IN TRUST, HOWEVER, to secure and enforce the payment of the following indebtedness, obligations and liabilities:

- (a) (i) Promissory note dated May 2, 1986 in the original principal amount of Forty-Six Thousand Two Hundred Forty-Three and 47/100 Dollars (\$46,243.47), executed by James M. Dunnam, made payable to the order of Texas Commerce Bank National Association;
  - (ii) promissory note executed by James M. Dunnam, dated June 12, 1986 in the original principal amount of Five Thousand and No/100 Dollars (\$5,000.00), made payable to the order of Texas Commerce Bank National Association;
  - (iii) James M. Dunnam's Guaranty of Promissory Note executed by Dunnam & Strong, P.C., dated May 15, 1985, in the original principal amount of Fifty-Nine Thousand Four Hundred Forty-Eight and 70/100 Dollars (\$59,448.70);
  - (iv) James M. Dunnam's Guaranty of that one certain Promissory Note executed by Dunnam & Strong, P.C., dated July 8, 1985, in the original principal amount of Two Hundred Fifty-Seven Thousand Nine Hundred Eighty-Nine and 79/100 Dollars (\$257,989.79);
  - (v) together with any and all renewals, modifications and extensions of any of the above noted promissory notes and guarantees; and
  - (vi) all other indebtedness, of whatever kind or character, owing or which may hereafter become owing by Mortgagor to Mortgagee, whether such indebtedness is direct or indirect, primary or secondary, fixture contingent or arises out of or is evidenced by note, deed of trust, open account, overdraft, endorsement, surety agreement, guaranty, or otherwise.
  - (b) Mortgagor hereby acknowledges that the Notes and guarantees recited in paragraphs (a)(i) through (iv) inclusive constitute just and valid debts enforceable in accordance with their respective terms. Further, Mortgagor hereby agrees to pay the obligations evidenced by the Notes and guarantees.
  - (c) It is contemplated that Mortgagor may from time to time borrow additional sums of money

from or otherwise be obligated to Mortgagee, and this Deed of Trust is given to secure any and all indebtedness of Mortgagor, present or future, either direct or indirect, primary or secondary, fixed or contingent, which Mortgagor, may now or hereafter owe, or as to which Mortgagor may in any manner become obligated to Mortgagee for payment, including, without limitation, indebtedness arising by way of guaranty as to obligations of another to Mortgagee and indebtedress originally to a party other than Mortgagee but which becomes owing to Mortgagee as the result of Mortgagee having acquired the right to payment thereof, and this Deed of Trust shall likewise secure not only the above described indebtedness, but any and all renewals for any period and extensions and rearrangements of all or any portion thereof, and the liens and security interests under this Deed of Trust shall be cumulative of all other liens and security of any and every other kind or character whatsoever securing the above described indebtedness; provided, however, it is not the intention of the parties hereto to extend the lien and security interest of this Deed of Trust so as to violate, or give rise to an allegation of violation of, any provision of the Texas Consumer Credit Code or any other statute, regulation, rule, ordinance or order of the State of Texas, any other applicable jurisdiction or any agency or subdivision of any of such jurisdictions and, in this connection, this Deed of Trust shall not, solely as to the relevant indebtedness, serve as security for any indebtedness when for it to do so would violate any provision of the Texas Consumer Credit Code or any other statute, regulation, rule, ordinance or order of the State of Texas, any other applicable jurisdiction or any agency or subdivision of any of such jurisdictions.

(d) The words "Indebtedness" wherever used in this Deed of Trust shall refer to all present and future debts, obligations and liabilities described or referred to in this Article II or otherwise in this Deed of Trust, subject, however, to the limitations provided hereinabove in this Article II.

# ARTICLE IJI.

### COVENANTS OF MORTGAGOR

In consideration of the Indebtedness hereinabove described, Mortgagor, for itself, its successors and assigns, covenants and agrees as follows:

A. Mortgagor will proceed with reasonable diligence to correct any defect in the title to the Mortgaged Property should any such defect be found to exist after the execution and delivery of this Deed of Trust; and in this connection, should it be found, after the execution and delivery of this Deed of Trust, that there exists upon the Mortgaged Property any lien or encumbrance equal or superior in rank to the

liens and security interests created by this Deed of Trust, or should any such lien or encumbrance hereafter arise, Mortgagor will promptly discharge and remove the same from the Mortgaged Property.

- B. Upon request of Mortgagee, Mortgagor will promptly correct any defect which may be discovered after the execution and delivery of this Deed of Trust in any other documents executed in connection herewith, in the execution or acknowledgment hereof or thereof, or in the description of the Mortgaged Property, and will execute, acknowledge, and deliver such division orders, transfer orders and other assurances and instruments as shall, in the opinion of Mortgagee, be necessary or proper to convey and assign to the Trustee all of the Mortgaged Property herein conveyed or assigned, or intended to be so.
- C. Mortgagor will keep and continue all Leases, estates and interests herein described and contracts and agreements relating thereto in full force and effect in accordance with the terms thereof and will not permit the same to lapse or otherwise become impaired for failure to comply with the obligations thereof, whether express or implied. In this connection, Mortgagor shall not release any of the Leases without the prior written consent of Mortgagee.
- D. Mortgagor will keep and maintain all improvements and all personal property and equipment now or hereafter situated on the Land and constituting a portion of the Mortgaged Property and used or obtained in connection therewith in good state of repair and condition, ordinary wear and tear excepted, and will not tear down or remove the same or permit the same to be torn down or removed without the prior consent of Mortgagee, except in the usual course of operations as might be required for replacement when otherwise in compliance with this Deed of Trust.
- E. Mortgagor will notify Mortgagee of the destruction, loss, termination or acquisition of any Mortgaged Property within three (3) business days thereof.
- Mortgagor will not, without the prior written consent of Mortgagee, pool or unitize all or any part of the Mortgaged Property where the pooling or unitization would result in the diminution of Mortgagor's net revenue interest in production from the pooled or unitized lands. Immediately after the formation of any pool or unit in accordance herewith, Mortgagor will furnish to Mortgagee a conformed copy of the pooling Agreement, declaration of pooling, or other instrument creating the pool or unit. The interest of Mortgagor included in any pool or unit attributable to the Mortgaged Property or any part thereof shall become a part of the Mortgaged Property and shall be subject to liens and security interests hereof in the same manner and with the same effect as though the pool or unit and the interest of Mortgagor therein were specifically described in Exhibit "A" heretc. In the event any proceedings of any governmental body which could result in pooling or unitizing all or any part of the Mortgaged Property are commenced, Mortgagor shall give immediate written notice thereof to Mortgagee.
- G. Mortgagor will pay all taxes now or hereafter to accrue against any of the Mortgaged Property and all other taxes or assessments, general or special, lawfully levied against it on such Mortgaged Property which might become a lien thereon before such taxes become delinquent; and it

will during the life of this Deed of Trust keep the Mortgaged Property, and each and every part thereof, free, clear and discharged from all liens, charges, encumbrances, or assessments that might become superior, coordinate or subordinate to the liens or security interests of this Deed of Trust.

- H. Mortgagor will, at all times, maintain workmen's compensation insurance with a responsible insurance company where required by, and in accordance with, the laws of the state in which the Mortgaged Property is located.
- I. In the event Mortgagor shall fail or neglect to pay any taxes, general or special, or shall fail or neglect to relieve the Mortgaged Property from any lien which might become superior or equal to the lien of this Deed of Trust, or fail to carry such workmen's compensation or other insurance, the Trustee, at his option, or Mortgagee, at its option, may pay such taxes, liens, charges or encumbrances, or any part thereof, or effect such workmen's compensation insurance, and Mortgagor will promptly reimburse Trustee or Mortgagee, as the case may be, therefor; and any and all such sums so paid hereunder shall be paid by Mortgagor upon demand at Mortgagee's principal offices, and shall constitute a part of the Indebtedness.
- J. Mortgagor will operate or, to the extent that the right of operation is vested in others, will exercise its best efforts to require the operator to operate the Mortgaged Property and all wells drilled thereon and that may hereafter be drilled thereon, continuously and in good workmanlike manner in accordance with the best usage of the field and in accordance with all laws of the State in which the Mortgaged Property is situated and the United States of America, as well as all rules, regulations, and laws of any governmental agency having jurisdiction to regulate the manner in which the operation of the Mortgaged Property shall be carried on, and will comply with all terms and conditions of the Leases it now holds, or any assignment or contract obligating the Mortgagor in any way with respect to the Mortgaged Property; but nothing herein shall be construed to empower the Mortgagor to bind the Trustee or Mortgagee to any contract obligation, or render the Trustee or Mortgagee in any way responsible or liable for bills or obligations incurred by the Mortgagor.
- K. Mortgagor will colin. With standard insurance companies satisfactory to the Mortgagee or holder of the Indebtedness, public liability and property damage insurance, as well as insurance against loss or damage to the Mortgaged Property by fire, lightning, tornado and explosion, all in amounts satisfactory to Mortgagee; all such policies shall be payable to Mortgagee, and the policies evidencing the same or acceptable certificates thereof shall be held by Mortgagee. Mortgagee shall have the right to collect, and Mortgagor hereby assigns to Mortgagee, any and all monies that may become payable under any policies of insurance by reason of damage, loss or destruction of the Mortgaged Property or any part thereof, and Mortgagee shall apply all such sums or any part thereof, at its election, toward the payment of the Indebtedness, whether the same be then due or not, application to be made first to interest and then to principal, and shall deliver to Mortgagor the balance, if any, after any application has been made.
- L. Mortgagor agrees to promptly pay all bills for labor and materials incurred in the operation of the

Mortgaged Property and will promptly pay its share of all costs and expenses incurred under any joint operating Agreement affecting the Mortgaged Property or any portion thereof; will furnish Mortgagee, as and when requested, full information as to the status of any joint account maintained with others under any such operating Agreement; will not take any action to incur any liability or lien thereunder; and will not enter into any new operating Agreement or amendment of existing operating Agreement affecting the Mortgaged Property without prior written consent of the Mortgagee. Furthermore, Mortgagor will not consent or agree to participate in any proposed operation under any presently existing operating Agreement affecting the Mortgaged Property unless Mortgagor obtains the prior written consent of Mortgagee and deposits either with the operator, where Mortgagor is a non-operator, or with Mortgagee, where Mortgagor is a non-operator or operator, Mortgagor's share of the estimated cost of the proposed operation prior to electing to participate in the operation.

- M. Mortgagor will permit mortgagee and its accredited agents, representatives, attorneys and employees at all times to go upon, examine, inspect and remain on the Mortgaged Property, and to go upon the derrick floor of any well at any time drilled or being drilled thereon, and will furnish Mortgagee, upon request, all pertinent information regarding the development and operation of the Mortgaged Property.
- Promptly upon receipt of a request from Mortgagee, Mortgagor will furnish and deliver, at the election of Mortgagee, either (a) complete or supplemental abstracts of title, as the case may be, prepared by competent abstractors; or (b) title opinions prepared by competent legal counsel and, in either event, covering title to the real property herein mortgaged from the sovereignty of the soil to the latest practicable date, when taken together with abstracts and/or title opinions previously furnished to Mortgagee by Mortgagor. Should Mortgagor fail to furnish such abstracts upon such request, Mortgagee may obtain such abstracts, and any and all costs incurred thereby shall be payable by Mortgagor to Mortgagee upon demand at Mortgagee's principal offices. The abstracts shall be and constitute a part of the Mortgaged Property as defined above. Mortgagor will promptly notify Mortgagee or other holder or holders of the Indebtedness, in writing, of the commencement of any legal proceedings affecting the Mortgaged Property or any part thereof, and will take such action as may be necessary to preserve its and Mortgagee's rights affected thereby; and s'ould Mortgagor fail or refuse to take any such action, Mortgagee may at its election take such action on behalf and in the name of Mortgagor and at Mortgagor's cost and expense.
- O. If Mortgagor is a corporation, it will maintain its corporate existence and will maintain and procure all necessary corporate franchise and permits to the end that Mortgagor shall be and continue to be a corporation in good standing in the state of its incorporation and in the state wherein the Mortgaged Property is located, with full power and authority to own and operate all of the Mortgaged Property as contemplated herein until this Deed of Trust shall have been fully satisfied.
- P. Mortgagor hereby expressly waives any and all rights or privileges of marshalling of assets, sale in inverse order of alienation, notices, appraisements.

redemption and any prerequisite to the full extent permitted by applicable law, in the event of foreclosure of the lien or liens and/or security interests created herein. Mortgagee at all times shall have the right to release any part of the Mortgaged Property now or hereafter subject to the lien or security interest of this Deed of Trust, any part the proceeds of production or other income herein or hereafter assigned or pledged, or any other security it now has or may hereafter have securing the Indebtedness, without releasing any other part of the Mortgaged Property, proceeds or income, and without affecting the liens or security interests hereof as to the part of parts thereof not so released, or the right to receive future proceeds and income.

- Q. Upon demand of Mortgagee, Mortgagor will promptly pay all costs and expenses heretofore or hereafter incurred by Mortgagee for legal, accounting, engineering or geological services rendered to it in connection with the making of the initial or any future loan to Mortgagee secured in whole or in part by the liens and security interests hereof or in the enforcement of any of Mortgagee's rights hereunder. The obligations of Mortgagor hereunder shall survive the non-assumption of this Deed of Trust in a case commenced under Title 11 of the United States Code or other similar law of the United States of America, the State of Texas or any other jurisdiction and be binding upon the Mortgagor, or a trustee, receiver, custodian or liquidator of Mortgagor appointed in any such case.
- R. Without prior approval and written consent of Mortgagee, Mortgagor will not mortgage, pledge or otherwise encumber the Mortgaged Property or any part thereof, regardless of whether the lien or encumbrance is senior, coordinate, junior, inferior or subordinate to the lien and security interest created hereby.
- S. Upon request of Mortgagee, Mortgagor will execute and deliver written notices of assignments to any persons, corporations or other entities owing or which may in the future owe to Mortgagor monies or accounts arising in connection with any of the following matters: (a) any oil, gas or mineral production from the Mortgaged Property; (b) any gas contracts, processing contracts or other contracts relating to the Mortgaged Property; or (c) the operation of or production from any part of the Mortgaged Property. The notices of assignments shall advise the third parties that all of the monies or accounts described above have been assigned to Mortgagee, and if required by Mortgagee, shall also require and direct that future payments thereof, including amounts then owing and unpaid, be paid directly to Mortgagee.
- T. Any mortgage, pledge, encumbrance, unitization, pooling, communitization or other action or instrument in violation of the prohibitions contained in F. or R. above shall be of no force or effect against Mortgagee.
- U. Without the prior written consent of Mortgagee, Mortgagor will not sell, lease, transfer or otherwise dispose of all or substantially all of its properties and assets.
- V. Mortgagor will comply at all times with all federal, state and local laws, regulations, and ordinances applicable to the Mortgaged Property, including, without limitation, all environmental protection and hazardous waste requirements, and in this regard:

- (1) Mortgagor will comply with any and all applicable local, state and federal laws, ordinances, rules, regulations and orders (a) related to any natural or environmental resource or media located on, above, within, in the vicinity of, related to or affected by the Mortgaged Property, any property in which Mortgagee has a mortgage, security or other interest or any other property of Mortgagor, or (b) required for the performance or conduct of its operations.
- (2) Mortgagor will forthwith notify Mortgagee in writing of any request from any governmental agency or other entity for information on releases of Hazardous Materials from, affecting or related to the Mortgaged Property, any property in which Mortgagee has a mortgage, security or other interest or any other property of Mortgagor; notify Mortgagee of any actual, proposed or threatened testing or other investigation by any governmental agency or other entity concerning the environmental condition of or related to such property; provide to Mortgagee such information as Mortgagee shall request concerning the generation, storage, disposal, transportation or other management, if any, of any Hazardous Materials.
- (3) Mortgagor will at all times comply fully and in a timely manner with, and will cause all employees, agents, contractors, sub-contractors and future lessees (pursuant to appropriate lease provisions) of Mortgagor, while such persons are acting within the scope of their relationship with Mortgagor, to so comply with, all applicable federal, state and local laws, regulations, guidelines, codes and ordinances applicable to the use, generation, handling, storage, treatment, transport and disposal of any Hazardous Materials now or hereafter located or present on or under the Mortgaged Property, and Mortgagor indemnifies and holds Mortgagee harmless from and against any and all claims, losses, damages, liabilities, fines, penalties, charges, administrative and judicial proceedings and orders, judgments, remedial actions, requirements and enforcement actions of any kind, and all costs and expenses incurred in connection therewith (including, without limitation, attorneys' fees and expenses), arising directly or indirectly, in whole or in part, out of (a) the presence of any Hazardous Materials on, under or from the Mortgaged Property, whether prior to or during the term hereof, or (b) any activity carried on or undertaken on or off the Mortgaged Property, whether prior to or during the term hereof, and whether by Mortgagor or any predecessor in title or any employees, agents, contractors or subcontractors of Mortgagor or any predecessor in title, or any third persons at any time occupying or present on the Mortgaged Property, in connection with the handling, treatment, removal, storage, decontamination, cleanup, transport or disposal of any Hazardous Materials at any time located or present on or under the Mortgaged Property, including, without limitation, any of the foregoing arising, in whole or in part, from negligence on the part of the Mortgagee, (the foregoing indemnity being the "Hazardous Materials Indemnity"). The Hazardous Materials Indemnity shall further apply to any residual contamination on or under the Mortgaged Property, or affecting any natural resources, and to any contamination of any property or natural resources arising in connection with the generation, use, handling, storage, transport or disposal of any Hazardous Materials, irrespective of whether any of such activities were or will be undertaken in accordance with applicable laws, regulations, codes and ordinances; and

(4) the Hazardous Materials Indemnity shall survive repayment of the indebtedness, provided that the claims and other actions of any kind against Mortgagee which give rise to the Hazardous Materials Indemnity are not barred by the applicable statute of limitations at the time such claims or actions are instituted.

### ARTICLE IV.

# DEFEASANCE, RESPECTING FORECLOSURE AND OTHER REMEDIES

- A. Should Mortgagor make due and punctual payment of the Indebtedness, as the same becomes due and payable, and duly observe and perform all of the covenants, conditions and agreements herein provided to be observed and performed by it, then the conveyance of the Mortgaged Property shall become of no further force and effect, and the lien and security interest hereof shall be released at the cost and expense of Mortgagor; otherwise it shall remain in full force and effect. In case any one or more of the following events of default shall happen:
  - (1) Default be made by Mortgagor in the due and punctual payment of the Indebtedness, or any part thereof, principal or interest, as the same becomes due and payable, whether by acceleration or otherwise; or
  - (2) Default be made by Mortgagor in the due observance or performance of any of the covenants, conditions or agreements herein provided to be observed or performed by Mortgagor or any warranty of Mortgagor herein made prove to be untrue or inaccurate in any material respect; or
  - (3) Mortgagor's title to the Mortgaged Property, or any substantial part thereof, become the subject of actual or threatened litigation which would or might, in Mortgagee's opinion, on final determination result in substantial impairment or loss of the security provided for herein; or
  - (4) Mortgagor, without the prior written consent of Mortgagee (Mortgagee having an absolute right to refuse to consent or to condition its consent upon satisfaction of any one or more of the following requirements:
    - (a) that the interest rate on the Indebtedness be increased to a rate acceptable to Mortgagee;
    - (b) that a reasonable transfer fee, in an amount determined by Mortgagee, be paid;
    - (c) that a principal amount deemed appropriate by Mortgagee be paid against the Indebtedness to reduce to a level acceptable to Mortgagee the ratio that the outstanding balance of the Indebtedness bears to the value of the Mortgaged Property as determined by Mortgagee;

- (d) that Mortgager and each proposed transferee execute such assumption agreements and other instruments as Mortgagee shall reasonably require;
- (e) that the proposed transferee's creditworthiness and experience in owning and operating similar properties be demonstrable and proven to Mortgagee's reasonable satisfaction as being at least as good as Mortgagor's;
- (f) that the liability to Mortgagee of Mortgagor and all other guarantors of all or any part of the Indebtedness will be confirmed by them in writing to be unaffected and unimpaired by such transfer, conveyance or encumbering; and
- (g) that any proposed junior mortgagee expressly subordinate to all liens and security interests securing the Indebtedness as to both lien and payment right priority)

sell, assign, lease, transfer, mortgage, pledge, hypothecate or otherwise dispose of or encumber all or any portion of the Mortgaged Property or enter into any contractual arrangement to do so, irrespective of whether or not the transfer, conveyance or encumbrance would or might (i) diminish the value of any security for the Indebtedness, (ii) increase the risk of default under this Deed of Trust, (iii) increase the likelihood of Mortgagee's having to resort to any security for the Indebtedness after default or (iv) add or remove the liability of any person or entity for payment or performance of the Indebtedness or any covenant or obligation under this Deed of Trust; provided, however, the foregoing shall not apply to hydrocarbons produced and sold in the ordinary course of business; or

- (5) An order, judgment or decree be entered against Mortgagor by any court of competent jurisdiction or by any other duly authorized authority, on the petition of a creditor or otherwise, granting relief under Title 11 of the United States Code or under any bankruptcy, insolvency, debtor's relief or other similar law of the United States or any state approving a petition seeking reorganization or an arrangement of Mortgagor's debts or appointing a receiver, trustee, conservator, custodian or liquidator of Mortgagor or all or any substantial part of Mortgagor's assets; or
- (5) An order, judgment or decree he entered against Mortgagor by any court of competent jurisdiction or by any other duly authorized authority, on the petition of a creditor or otherwise, granting relief under Title 11 of the United States Code or under any bankruptcy, insolvency, debtor's relief or other similar law of the United States or any state approving a petition seeking reorganization or any arrangement of Mortgagor's debts or appointing a receiver, trustee, conservator,

custodian or liquidator of Mortgagor or all or any substantial part of Mortgagor's assets; or

- Mortgagor (i) discontinue its usual business, or (ii) apply for or consent to the appointment of a receiver, trustee or liquidator of Mortgagor or all or a substantial part of its assets, or (iii) file a voluntary petition commencing a case under Title 11 of the United States Code, seeking liquidation, reorganization or rearrangement, or taking advantage of any bankruptcy, insolvency, debtor's relief or other similar law of the United States or any state, or (iv) make a general assignment for the benefit of creditors, or (v) be unable, or admit in writing its inability, to pay its debts generally as they become due, or (vi) file an answer admitting the material allegations of a petition filed against it in any case commenced under Title 11 of the United States Code or any reorganization, insolvency, conservatorship or similar proceeding under any bankruptcy, insolven-cy, debtor's relief or other similar law of the United States or any state; or
- (7) Mortgagor apply for relief under any state or federal act for the relief of debtors; or
- (8) Default be made by Mortgagor in the due observance or performance of any of the covenants, conditions or agreements provided to be observed or performed by Mortgagor in any loan Agreement relating to any Indebtedness; or
- (9) The Mortgaged Property materially decline in value in the determination of Mortgagee; or Mortgagee, in its sole discretion, deem payment of the Indebtedness to be insecure; or
- (10) Mortgagor conceal, remove, or permit to be concealed or removed, any part of its property, with intent to hinder, delay or defraud its creditors or any of them; or make or suffer a transfer of any of its property which may be fraudulent under any bankruptcy, fraudulent conveyance or similar law; or make any transfer of its property to or for the benefit of a creditor at a time when other creditors similarly situated have not been paid amounts owing; or take any other action in the nature of a fraud upon its creditors, or any of them;

then, and in any such event, the whole of the principal of the Indebtedness and remaining unpaid, together with all interest accrued thereon, may, at the option of the holder thereof, without notice (including, but not limited to, notice of intent on to accelerate maturity and notice of acceleration of maturity) or demand, which are, to the full extent permitted by applicable law, waived by Mortgagor, be declared immediately due and payable; and thereupon, or at any time thereafter while the Indebtedness or any part thereof remains unpaid, it shall be the duty of the Trustee, on request of the holder of the Indebtedness (which request is hereby presumed), to enforce this Trust; and after advertising the time and place of the sale for at least twenty-one (21) days prior to the day of sale, by posting or causing to be posted a written or printed notice thereof at the courthouse door and by filing a copy of such notice in

the office of the county clerk of each county in which the Land or any part thereof may be situated, and serving written notice of the proposed sale on each debtor obligated to pay the Indebtedness according to the records of the holder of the Indeptedness, by postage prepaid, certified United States mail, at the most recent address for such debtor as shown by the records of the holder of the Indebtedness, at least twenty-one (21) days prior to the day of sale, to sell the Mortgaged Property, either as a whole or in parcels, as the Trustee may deem procer, at public venue at the court-house of the county in which the Mortgaged Property or any part thereof may be situated (and being the county designated in the notice of sale) on the first Tuesday of any month between the hours of 10:00 A.M. and 4:00 P.M., to the highest bidder for cash, and after such sale to make the purchaser or purchasers good and sufficient deeds and assignments in the name of the Mortgagor herein, conveying such property so sold to the purchaser or purchaser: with general warranty of title. The Trustee, or his successor or substitute, is hereby authorized and empowered to appoint any one or more persons as his attorney(s)-in-fact to act as Trustee under him and in his name, place and stead, such appointment to be evidenced by a written instrument executed by the Trustee, or his successor or substitute, to perform any one or more act or acts necessary or incident to any sale under the power of sale hereunder, including, without limitation, the posting and filing of any notices, the conduct of the sale and the execution and delivery of any instruments conveying the Mortgaged Property as a result of the sale, but in the name and on behalf of the Trustee, or his successor or substitute; and all acts done or performed by such attorney(s)-in-fact shall be valid, lawful and binding as if done or performed by the Trustee, or his successor or substitute. No single sale or series of sales by the Trustee shall extinguish the lien or exhaust the power of sale hereunder except with respect to the items of property sold, but such lien and power shall exist for so long as and may be exercised in any manner by law or as herein provided as often as the circumstances require to give Morigagee full relief hereunder. The purchaser at any such sale shall not assume, nor shall his or its heirs, legal representatives, successors or assigns, be deemed to have assumed, by reason of the acquisition of property or rights mortgaged hereunder, any liability or obligation of any lesses or operator of the Mortgaged Property, or any part thereof, arising by reason of any occurrence taking place prior to such sale. It shall not be necessary to have present, or to exhibit at any such sale, any of the personal property subject to the lien or security interest hereof.

- B. Upon the happening of any of the above-enumerated events of default, Mortgages shall be entitled to all of the rights, powers and remedias afforded a secured party by the Uniform Commercial Code with reference to the personal property and fixtures are weigh Mortgages has been granted a security interest hereby, or Mortgages may proceed as to both the real and personal property covered hereby.
- C. The Trustee is authorized to receive the proceeds of said sale or sales and apply the same as follows:

FIRST: to the payment of all necessary costs and expenses incident to the execution of this Deed of Trust, including, but not limited to, a fee to the Trustee of 5% to be estimated upon the amount realized at the sale;

SECOND: to any and all Indebtedness then hereby secured, application to be made in such order and in such manner as the holder of said Indebtedness may, in its discretion, elect:

THIRD: the balance, if any, to Mortgagor or its successors or assigns.

- D. In the event of the death of the Trustee, or his removal from the State of Texas, or his failure, refusal, or inability for any leason to make any such sale or to perform any of the trusts herein declared, or at any time, whether with or without cause, then the holder of the Indebtedness may appoint, in writing, a substitute trustee who shall thereupon succeed to all the estates, rights, powers, and trusts herein granted to and vested in the Trustee. In the same events as first above stated, and in th same manner, successive substitute Trustees may thereafter be appointed.
- E. It is agreed that in any deed or deeds given by any Trustee any and all statements of fact or other recitals therein made as to the identity of the holder or holders of the Indebtedness, or as to default in the payments thereof or any part thereof, or as to the breach of any covenants herein contained, or as to the request to sell, notice of sale, time, place, terms and manner of sale, and receipt, application, and distribution of the money realized therefrom, or as to the due and proper appointment of a substitute trustee, and, without being limited to the foregoing, as to any other or additional act or thing having been done by Mortgages or by any other holder of the Indebtedness or by the Irustee, shall be taken by all courts of law and equity as prima facie evidence that the statements or recitals state facts and are without further question to be so accepted; and Mortgagor does hereby ratify and confirm any and all acts that the Trustee may lawfully do in the premises by virtue of the terms and conditions of this instrument.
- F. The holder of the Indebtedness may, at its election, or the Trustee may, upon written request of the holder of the Indebtedness, proceed by suit or suits, at law or in equity, to enforce the payment of the Indebtedness in accordance with the terms hereof and of the note, notes, or guarantees evidencing it, and to foreclose the lien and/or security interest of this Deed of Trust as against all or any portion of the Mortgaged Property and to have such property sold under the judgment or decree of a court of competent jurisdiction.
- G. It is expressly understood that the holder of the Indebtedness, or the Trustee, may be a curchaser of the Mortgaged Property, or of any part thereof, at any sale thereof, whether such sale be under the power of sale hereinabove vested in the Trustee or upon any other foreclosure of the lien and/or security interest hereof, or otherwise; and the holder of the Indebtedness or the Trustee so purchasing shall, upon any such purchase, arquire good title to the Mortgaged Property so purchased, free of the lien and/or security interest of this Deed of Trust and free of all rights of redemption in Mortgagor.
- H. The rights of entry, sale, or suit, as hereinabove or hereinafter conferred, are cumulative of all other rights and remedies herein or by law or in equity provided, and shall not be deemed to deprive the holder of the

Indebtedness or Trustee of any such other legal or equitable rights or remedies, by judicial proceedings or otherwise, appropriate to enforce the conditions, covenants and terms of this Deed of Trust and of any note or guaranty reflecting the Indebtedness, and the employment of any remedy hereunder, or otherwise, shall not prevent the concurrent or subsequent employment of any other appropriate remedy or remedies.

### ARTICLE V.

### ASSIGNMENT OF PRODUCTION

- In addition to the conveyance to the Trustee herein made, Mortgagor does hereby transfer, assign, deliver and convey unto Mortgagee, its successors and assigns, all of the oil, gas and other minerals produced, saved or sold from the Mortgaged Property and attributable to the interest of Mortgagor therein subsequent to 7:00 A.M. on the 1st day of the month in which this Deed of Trust is executed, together with the proceeds of any sale thereof; Mortgagor hereby directs any purchaser now or hereafter taking any production from the Mortgaged Property to pay to Mortgagee such proceeds derived from the sale thereof, and to continue to make payments directly to Mortgagee until notified in writing by Mortgagee to discontinue the same; and the purchaser of any such production shall not be required to see to the application of the proceeds thereof by Mortgagee and payment made to Mortgagee shall be binding and conclusive as between such purchaser and Mortgagor. Mortgagor further agrees to perform all such acts, and to execute all such further assignments, transfer and division orders, and other instruments as may be required or desired by Mortgagee or any other party to have such proceeds and revenues so paid to Mortgagee.
- B. Should any purchaser taking the production from the Mortgaged Property fail to make prompt payment to Mortgagee in accordance with this Assignment, Mortgagee shall have the right at Mortgagor's expense to demand a change of connection and to designate another purchaser with whom a new connection may be made, without any liability on the part of Mortgagee in making such selection, so long as ordinary care is used in the making thereof; and failure of Mortgagor to consent to and promptly effect such change of connection shall constitute an event of default hereunder, and the whole Indebtedness may be immediately declared due and payable, at the option of Mortgagee, and the Mortgaged Property shall become subject to the foreclosure proceedings hereunder.
- C. Mortgagor authorizes and empowers Mortgagee to receive, hold and collect all sums of money paid to Mortgagee in accordance with this Assignment, and to apply the same as hereinafter provided, all without any liability or responsibility on the part of Mortgagee, save and except as to good faith in so receiving and applying such sums. All payments provided for in this Assignment shall be paid promptly to Mortgagee, and any provisions contained in any part thereof to the contrary notwithstanding, Mortgagee may apply the same or so much thereof as it elects to the payment of the Indebtedness, application to be made in such manner as it may elect, regardless of whether the application so made shall exceed the payments of principal and interest then due as provided in the note or notes evidencing the Indebtedness. After such application has been so

made by Kortgagee, the balance of any such payment or payments remaining shall be paid to Mortgagor.

- D. It is understood and agreed that should such payments provided for by this Assignment be less than the sum or sums then due on the Indebtedness, such sum or sums then due shall nevertheless be paid by Mortgagor in accordance with the provisions of the note, notes, guaranty agreements or other instrument or instruments evidencing the Indebtedness, and neither this Assignment nor any provisions hereof shall in any manner be construed to affect the terms and provisions of such note, notes, guaranty agreements or other instrument or instruments evidencing the Indebtedness. Likewise, neither this Assignment nor any provisions hereof shall in any manner be construed to affect the liens, rights, title and remedies herein granted securing the Indebtedness or Mortgagor's liability therefor. The rights under this Assignment are cumulative of all other rights, remedies, and powers granted under this Deed of Trust, and are cumulative of any other security which Mortgagee now holds or may hereafter hold to secure the paym nt of the Indebtedness.
- E. Should Mortgagor receive any of the proceeds of any sale of oil, gas or other minerals produced, saved or sold from the Mortgaged Property, which under the terms hereof should have been remitted to Mortgages, Mortgagor will immediately remit same in full to Mortgages.
- F. Upon payment in full of all Indebtedness, the remainder of such proceeds held by Mortgagee, if any, shall be paid over to Mortgagor upon demand, and a release of the interest hereby assigned will be made by Mortgagee to Mortgagor at its request and hits expense.
- G. Mortgagee shall not be liable for any failure to collect, or for any failure to exercise diligence in connecting, any funds assigned hereunder. Mortgagee shall be accountable only for funds actually received.

### ARTICLE VI.

# ADDITIONAL REMEDIES

If Mortgagor should fail to comply with any of the covenants or obligations of Mortgagor hereunder, then Mortgagee or the Trustee may perform the same for the account and at the expense of Mortgagor but shall not be obligated so to do, and any and all expenses incurred or prid in so doing shall be payable by Mortgagor to Mortgagee, with interest at the greater of (i) the rate of 10% per annum or (ii) the rate agreed upon in any other document or instrument relating to the Indebtedness or any part thereof, from the date when same was so incurred or paid, and the amount thereof shall be payable on demand and shall be secured by and under this Deed of Trust, and the amount and nature of such expense and the time when paid shall be fully established by the affidavit of Mortgagee or any officer or agent thereof, or by the affidavit of any Trustee acting hereunder; provided, however, that the exercise of the privileges granted in this paragraph shall in nowise be considered or constitute a waiver of the right of Mortgagee upon the happening of an event of default hereunder to declare the Indebtedness at once due and payable but shall be cumulative of such right and all other rights herein given.

- In case any one or more of the events of default shall happen, then in each and every such case the Trustee or Mortgagee or any holder of the Indebtedness or any part thereof, whether or not the Indebtedness shall have been declared due and payable, in addition to the other rights and remedies hereunder, may exercise the following additional remedy, but shall not be obligated so to do: the Trust-ee, Mortgagee or holder of the Indebtedness may enter into and upon and take possession of all or any part of the Mortgaged Property and each and every part thereof and may exclude Mortgagor, its agents and servants wholly therefrom and have, hold, use, operate, manage and control the Mortgaged Property and each and every part thereof and produce the oil, gas and other minerals therefrom and market the same, all at the sole risk and expense of Mortgagor and at the expense of the Mortgaged Property, applying the net proceeds so derived, first, to the cost of maintenance and operation of such Mortgaged Property; second, to the payment of all Indebtedness secured hereby, principal and interest, application to be made first to interest and then to principal; and the balance thereof, if any, shall be paid to Mortgagor. Upon such payment of all such costs and Indebtedness, the Mortgaged Property shall be returned to Mortgagor in its then condition and such Trustee, Mortgagee or holder of the Indebtedness shall not be liable to Mortgagor for any damage or injury to the Mortgaged Property except such as may be caused through his, its or their fraud or willful misconduct.
- C. Mortgagor does hereby designate Mortgagee as Mortgagor's agent to exercise each and every remedy set forth herein and to conduct any and all operations and take any and all action reasonably necessary to do so.

### ARTICLE VII.

### MISCELLANEOUS

- A. Any provision in any document that may be executed in connection herewith to the contrary notwithstanding, the holder of the Indebtedness shall in no event be entitled to receive or collect, nor shall any amounts received hereunder be credited so that the holder of the Indebtedness shall be paid as interest, a sum greater than that authorized by law. If any possible construction of this beed of Trust or any instrument evidencing the Indebtedness, or any or all other notes, guaranties or papers relating to the Indebtedness, seems to indicate any possibility of a different power given to the holder of the Indebtedness, or any authority to ask for, demand, or receive any larger rate of interest, such as a mistake in calculation or wording, this clause shall override and control, and proper adjustments shall be made accordingly.
- B. This Deed of Trust, for convenience only, has been divided into Articles and paragraphs, and it is understood that the rights, powers, privileges, duties and other legal relations of the Mortgagor, the Trustee, and the Mortgagee or any holder of the Indebtedness, shall be determined from this instrument as an entirety and with regard to the aforesaid division into Articles and paragraphs and without regard to headings prefixed to such Articles.
- C. The terms used to designate any of the parties herein shall be deemed to include the heirs, successors and assigns of such parties; the term "successors" shall include the heirs, trustees and legal representatives; and the term

"Mortgagee" shall also include any lawful owner, holder or pledgee of any Indebtedness. Whenever the context requires, reference herein made to the single number shall be understood to include the plural and the plural shall likewise be understood to include the singular. Words denoting sex shall be construed to include the masculine, feminine, and neuter when such construction is appropriate, and specific enumeration shall not exclude the general, but shall be construed as cumulative.

- D. Every right and remedy provided for herein shall be cumulative of each and every other right or remedy of Mortgagee, whether herein or otherwise conferred, and may be enforced concurrently therewith, and the unenforceability or invalidity of any one or more provisions, clauses, sentences or paragraphs of this instrument shall not render any other provision, clause, sentence or paragraph unenforceable or invalid. No security theretofore, herewith or subsequently taken by Mortgagee shall in any manner impair or affect the security given by this instrument or any security by endorsement or otherwise presently or previously given, and all security shall be taken, considered and held as cumulative.
- E. This Deed of Trust shall be binding upon the parties, their respective successors and assigns, and shall inure to the benefit of the holder of the Indebtedness, and the covenants and agreements herein contained shall constitute covenants running with the Land.
- F. It is contemplated by the parties hereto that from time to time additional interests and properties may or will be added to the interests and properties in Exhibit "A" attached hereto by means of supplemental indentures identifying this Deed of Trust and describing such interests and properties to be so added and included, and upon the execution of any such supplemental indenture, the lien, rights, titles and interests created herein shall immediately attach to and be effective in respect to any such interests and properties so described, the same as if same had been included originally in Exhibit "A" attached hereto, and the same being included in the term "Mortgaged Property", as used herein.
- G. This instrument is simultaneously executed in a number of identical counterparts, each of which for all purposes shall be deemed an original and shall be deemed, and may be enforced from time to time, as a chattel mortgage, real estate mortgage, deed of trust, security agreement, assignment or contract, or as one or more thereof.
- II. Without in any manner limiting the generality of any of the foregoing hereof, some portions of the personal property described hereinabove are or are to become fixtures on the land described herein or to which reference is made herein. In addition, the security interest created hereby under applicable provisions of the Uniform Commercial Code attaches to minerals, including oil and gas, or accounts resulting from the sale thereof, at the wellhead or minehead located on the land described or to which reference is made herein.
- I. For purposes of filing this Deed of Trust as a financing statement, the addresses for Nortgayor, as the debtor, and Mortyagee, as the secured party, are as set forth hereinabove.

- J. For the convenience of the parties, this instrument may be executed in multiple counterparts. For recording purposes, various counterparts have been executed and there may be attached to each such counterpart an Exhibit "A" containing only the description of the Mortgaged Property, or portions thereof, which relates to the county or state in which the particular counterpart is to be recorded. A complete, original counterpart of this instrument with a complete Exhibit "A" may be obtained from the Mortgagee. Each of the counterparts hereof so executed shall for all purposes be deemed to be an original, and all such counterparts shall together constitute but one and the same instrument.
- The failure or delay of Mortgagee to file or give any notice as to this instrument, or to exercise any right, remedy or option to declare the maturity of the principal debt, or any other sums hereby secured, or the payment by Mortgagee of any taxes, liens, charges or assessments, shall not be taken or deemed a waiver of any rights to exercise such right or option or to declare any such maturity as to any past or subsequent violations of any of such covenants or stipulations, and shall not waive or prejudice any right or lien hereunder. Any election or failure by Mortgagee to exercise any rights, remedies or options hereunder shall not constitute a waiver or prejudice the exercise of other rights or remedies existing hereunder. All rights, powers, immunities, remedies and liens of Mortgagee existing and to exist hereunder or under any other instruments, and all other or additional security, and Mortgages's rights at law and in equity, shall be cumulative and not exclusive, each of the other: and Mortgagee shall, in addition to the remedies herein expressly provided, be entitled to such other remedies as may now or hereafter exist at law or in equity for securing and collecting the Indebtedness, for enforcing the covenant; herein, and for foreclosing the liens hereof. Resort by Mortgagee to any remedy provided for hereunder or at law or is equity shall not prevent concurrent or subsequent resort to the same or any other remedy or remedies.

EXECUTED on this 6 day of _______. 1989.

James M. Dunnam

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THE STATE O) TEXAS \$
COUNTY OF HARRIS \$

This instrument was acknowledged before me on the the day of settlem of 1989, by James M. Dunnam.

My Commission Expires:

MOTALY MIRLIC. STATE OF TEXAS

IN COMMISSION EXPENSE

JAN. 16, 1993

NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS

# EXHIBIT "A" TO "NEED OF TRUST, SECURITY AGREEMENT, FINANCING STATEMENT AND ASSIGNMENT OF PRODUCTION (THE "DEED OF TRUST")

This Exhibit "A" sets forth the description of the property interests covered by the Deed of Trust to which this Exhi "A" is attached. All of the terms defined in the Deed or Trust are used in this Exhibit "A" with the same meanings given therein.

This Exhibit "A" and the Deed of Trust cover and include the following:

- (a) All of Mortgagor's right, title and interest in and to the oil, gas and mineral leases described herein and/or lands described in and subject to such oil, gas and mineral leases (regardless, as to such leases and/or lands, of any surface acreage and/or depth limitations set forth in any description of any of such oil, gas and mineral leases), and all of Mortgagor's right, title and interest in and to any of the oil, gas and minerals in, on or under the lands, if any, described on this Exhibit, including, without limitation, all contractual rights, fee interests, leasehold interests, overriding royalty interests, nonparticipating royalty interests, mineral interests, production payments, net profits interests, or any other interest measured by or payable out of production of oil, gas or other minerals from the oil, gas and mineral leases and/or lands described herein; and
- (b) All of the foregoing interests of the Mortgagor as such interests may be enlarged by the discharge of any payments out of production or by the removal of any charges or encumbrances together with the Mortgagor's interests in, to and under or derived from all renewals and extensions of any oil, gas and mineral leases described herein, it being specifically intended was by that any new oil and gas lease (i) in which an interest is acquired by the Mortgagor after the termination or expiration of any oil and gas lease, the interests of the Mortgagor in, to and under or derived from which are subject to the lien and security interest batecr, and (ii) that covers all or any part of in property described in and covered by such terminated or expired leases, shall, to the extent, and only to the extent such new oil and gas lease may cover such property, be considered a renewal or extension of such terminated or expired lease; and
- (c) All right, title and interest of Mortgagor in, to and under or derived from any operating, farm-out, and bidding agreements, assignments and subleases, whether described in this Exhibit "A", to the extent, and only to the extent, that such agreements, assignments and subleases (i) cover or include any of the Mortgagor's present right, title and interest in and to the leases and/or lands described in this Exhibit "A" or (ii) cover or include any other undivider interests now or hereafter held by the Mortgagor in, to and

under the described leases and/or lands, including, without limitation, any future operating, farm-out and bidding agreements, assignments, subleases and pooling, unitization and communitization agreements and the units created thereby (including, without limitation, all units formed under orders, regulations, rules or other official acts of any governmental body or agency having jurisdiction) to the extent and only to the extent that such agreements, assignments, subleases, or units cover or include the described leases and/or lands; and

- (d) All right, title, and interest of the Mortgagor in, to and under or derived from all presently existing and future advance payment agreements, oil, casinghead gas and gas sales, exchange, and processing contracts and agreements including, without limitation, those contracts and agreements that are described on this Exhibit "A" to the extent, and only to the extent, those contracts and agreements cover or include the described leases and/or lands herein; and
- (e) All right, title and interest of the Mortgagor in, to and under or derived from all existing and future permiss, licenses, easements and similar rights and privileges that relate to or are appurtenant to any of the described leases and/or lands.

Notwithstanding the intention of this Deed of Trust to cover all of the right, title and interest of Mortgagor in and to the described leases and/or lands, Mortgagor hereby specifically warrants and represents that the interests covered by this Exhibit are not greater than the working interest nor less than the net revenue interest, overriding royalty interest, net profit interest, production payment interest or other interest payable out of or measured by production set forth in connection with each oil and gas well described in this Exhibit. In the event the Mortgagor owns any other or greater interest, such additional interest shall also be covered by and included in this Deed of Trust. The designation "Working Interest" or "W.I." means an interest owned in an oil, gas, and mineral lease that determines the cost bearing percentage of the owner of such interest. The designation "Net Revenue Interest" or "N.R.I." means net revenue interest, or that portion of the production attributable to the owner of a working interest after deduction for all royalty burdens, overriding royalty burdens, or other burdens on production, except severance, production, windfall profits and other similar taxes. The designation "Overriding Royalty Interest" or "ORRI" means an interest in production which is free of any obligation for the expense of exploration, development and production, bearing only its prorata share of severance, production, windfall profits and other similar taxes.

### BRAZORIA COUNTY, TEXAS

All of James M. Dunnam's interest in and to that certain real property situated in Brazoria County, Texas, more fully described in the follow instruments:

- (a) All of James N. Dunnam's interest in that certain real property more fully described in, and which was conveyed to him by that certain Sole Independent Executor's Deed to Fee Land filed of record in Volume 85184, Pages 756 et seq. of the Deed Records of Brazoria County. Texas, on September 12, 1985, (County Clerk's File No. 31870).
- (b) All of James N. Dunnam's interest in that certain real property more fully described in, and which was conveyed to him by that certain Sole Independent Executor's Deed to Fee Land filed of record in Volume 85184, Pages 753 et seq. of the Deed Records of Brazoria County, Texas, on September 12, 1985, (County Clerk's File No. 31869).
- (c) All of James N. Dunnam's interest in that certain real property more fully described in, and which was conveyed to him by that certain Sole Independent Executor's Deed to Fee Land filed of record in Volume 85184, Pages 736 et seq. of the Deed Records of Brazoria County, Texas, on September 12, 1985, (County Clerk's File No. 31864).
- (d) All of James N. Dunnam's interest in that certain real property more fully described in, and which was conveyed to him by that certain Sole Independent Executor's Deed to Fee Land filed of record in Volume 85184, Pages 750 et seq. of the Deed Records of Brazoria County, Texas, on September 12, 1985, (County Clerk's File No. 31868).
- (e) All of James N. Dunnam's interest in that certain real property more fully described in, and which was conveyed to him by that certain Sole Independent Executor's Assignment of Overriding Royalty filed of record in Volume 85184, Pages 742 et seq. of the Deed Records of Brazoria County, Texas, on September 12, 1985, (County Clerk's File No. 31866).
- (f) All of James N. Dunnam's interest in that certain real property more fully described in, and which was conveyed to him by that certain Mineral Deed filad of record in Volume 85184, Pages 739 et seq. of the Deed Records of Brazoria County, Texas, on September 12, 1985, (County Clerk's File No. 31865).

- (g) All of James N. Dunnam's interest in that certain real property more fully described in, and which was conveyed to him by that certain Assignment of Overriding Royalties filed of record in Volume 85184, Pages 745 et seq. of the Deed Records of Brazoria County, Texas, on September 12, 1985, (County Clerk's File No. 31867).
- (h) All of James N. Dunnam's interest in that certain real property more fully described in, and which was conveyed to him by that certain Deed to Fee Land filed of record in Volume 85184, Pages 759 et seq. of the Deed Records of Brazoria County, Texas, on September 12, 1985, (County Clerk's File No. 31871).

THE STATE OF TEXAS

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### GENERAL WARRANTY DEED

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STATE OF TEXAS
COUNTY OF BRAZORIA

HERCULES OFFSHORE CORPORATION, a Delaware corporation ("Grantor"), for and in consideration of the sum of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration in hand paid to Grantor by HERCULES REAL ESTATE CORPORATION, a Texas corporation ("Grantee"), the receipt and sufficiency of which are hereby acknowledged and confessed, has GRANTED, SOLD, and CONVEYED, and by these presents does GRANT, SELL and CONVEY unto Grantee all of those certain eight (8) tracts of land including Tract Nos. 23, 21, 22, 24, 25, 55, 57 and 58 lying and being situated in Brazoria County, Texas, all as more particularly described in Exhibit A attached hereto and made a part hereof for all purposes, together with all buildings and improvements thereon and appurtenances thereto and all of Grantor's right, title, and interest in and to any adjacent street, alley or right-of-way (all of such real property and related rights, improvements and appurtenances being herein collectively referred to as the "Property").

This conveyance is made and the warranties herein are given by Grantor and accepted by Grantee subject to all matters shown on Exhibit "B" to the extent same are valid and in force and effect against the Property (the "Permitted Exceptions").

singular the rights and appurtenances thereto in anywise belonging, unto Grantae, its, successors, legal representatives, and assigns forever; and Grantor does hereby bind itself, its successors, legal representatives, and assigns, to WARRANT AND FOREVER DEFEND all and singular the Property subject to the Permitted Exceptions to the extent the same are valid and in force and effect against the Property, unto Grantee, its successors, legal representatives, and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

Notwithstanding any provision herein to the contrary, Grantor makes no warranties of any nature or kind, whether statutory, express or implied, with respect to the physical condition of the Property (including without limitation any and all improvements located thereon and/or comprising a part thereof), and Grantee by its acceptance of this Deed accepts the physical condition of the Property "AS IS, WITH ALL FAULTS".

Grantor warrants payment of all ad valorem taxes and assessments, both general and special, which have been imposed against the Property during the year 1992 and all prior years. Taxes for the year 1993 have been prorated as of the date hereof and are expressly assumed by Grantee. Upon demand, the parties hereto shall promptly and equitably adjust all taxes and

assessments as soon as actual figures for these items for such year are available.

EXECUTED on September 1, 1993.

HERCULES OFFSHORE CORPORATION

Name: Thomas/f.

Title: President

### Grantee's Address:

11011 Richmond Avenue Suite 500 Houston, Texas 77042

STATE OF TEXAS

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COUNTY OF EARTH

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Before me, the undersigned authority, on this day personally appeared Thomas J. Seward, President of Hercules Offshore Corporation, a Delaware corporation, on behalf of said corporation, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this  $\int_{-\infty}^{S+}$  day of September, 1993.

Der, 1993.

American Communication

himbrin M. Notices

Fotary Public in and for the

State of Texas

### ATTACHNENT:

Exhibit A - Property

Exhibit B - Permitted Exceptions

PANAMATOL-HADEEDOHLLOWS

All those certain tracts or parcels of land situated in Brazoria County, Texas and being more particularly described as follows:

Tract No. 23 of Brazor Goes Secondard County:

Talvit Longon, Andrews 31. Brazoria County, Texas, according to the cap or plat thereof duly of texas in Palum 3, Page 141 at seq. of the Tlat become of Brazoria County.

Texas, in which reference is here ends for all appropriate purposes.

Tract No. 21 out of the Brazon Goost Investment Gampsey Subdivision No. 8, in the A. Calvit League, Abstract No. 51, Brazonia County, Texas, and being three apparate tracts and being all of the said Tract No. 11, and lying North of the Introcessual Capal and heing described on follows:

Agginging at an iron rod in the Northeast line of the said Tract No. 21, which hears South 45 degrees 36' East a distance of 20.0 feet from the original North corner of the neid Tract No. 21, and being — in the Southeast right-of-way line of Easty Read No. 756;

Thence South 45 degrees 36' East a distance of 661.0 feet to a point for corner and being on the book of the intrapastal Canal;

Theore Southwesterly along the bank of the Intraconetal Canal with the following upanders:

- 5. 48 degrees 44° W. a distance of 66.11 feet. 5. 50 degrees 30° W. a distance of 132.60 fost,
- \$. 42 degrees 40' W. a distance of 61.96 feat to a point for corner and being in the Southwest line of the said Tract No. 21;

Thence Worth 45 degrees 36' Next along the Southwest line of the said Tract No. 24 a distance of 654.0 feet to as iron red for corner and being in the Southeast right-elongy line of County Read No. 734:

Theore North 44 degrees 24" East along the Southeast right-of-way line of County Road No. 756 a distance of 262.7 feet to the Place of Deginning and containing 3.974 acres of land, were or less.

Tract No. 21, Brazes Goost Investment Company Subdivision, Division No. 6, F. J. Calvit Larges, Abstract 31, in Brazeria County, Taxes, according to the map or plat thereof duly reported in the office of the Granty Clark of Brazeria County, Texas, the same being the same property conveyed to Selter Marine Maintenance, Inc., from B. L. Tonner by deed dated the 14th day of New, 1970, of record in Volume 1960, Page 535, Doed Records of Brazeria County, Temps, to which reference here is me. for all purposes.

Subdivision No. 8, 7. J. Colvit League, Abstract 51, Brazos Chaet Exventment Company Subdivision No. 8, 7. J. Colvit League, Abstract 51, Brazoria County, Texas, according to the map or plat thereof duly recorded in Volume 2, Page 141 of seq., Plat Records, Brazoria County, Texas.

THE SURFACE AND SURFACE CHET of Tract 25, brazos Count Investment Company Subdivision No. 8, 8, J. Calvit Lengue, Abstract 51, brazoria County, Taxos, according to the emp or plat thereof duly reversed in Volume 2, Page 141 et seq., Flat Recerda, Brazoria County, Texas.

Treet 35, Brosom Count Inventment Company Subdivision No. S., F. J. Calvit League, Abstract 51, Brazoria County, Texas, according to the map or plat thereof duly recorded in Telume 2, Page 141 at moq., Plat Records, Brazoria County, Texas.

'. Tract 57 out of Division B of the B.C.I.C. Subdivision, F. J. Calvit Lazgue, Abstract 51, Brazoris County, Towns, according to the map or plat thereof recorded in Volume 1, Page 143 of the Plat Records of Brazoris County, Towns.

Tract 58, of the Brazes Caset Investment Company Subdivision No. 3, in the F. J. Galvit League, Abstract No. 51, Brazeria Caunty, Tames, according to the map or plat thereof recorded in Volume 2, Page 143 and 144 of the Pint Records of Brazeria County, Tense.

Reing eight (8) treate or parcels of land situated in Brasoria County, Taxas and being more particularly described as follows:

Tract No. 23 of Brazos Coast Investment Company Subdivision No. 8, F. J. Calvit League, Abstract 51, Brazoria County, Texas, according to the map or plat thermof duly of record in Volume 2, Page 141 et seq. of the Plat Records of Brazoria County, Texas, to which reference is here made for all appropriate purposes.

Tract No. 21 out of the Brasos Coast Investment Company Subdivision No. 8, in the A. Calvit Leegue, Abstract No. 51, Brasonia County, Texas, and being three separate tracts and being all of the said Tract No. 21, and lying North of the Intracoastal Canal and being described as follows:

Beginning at an iron rod in the Northeast line of the said Tract No. 21, which bears South 45 degrees 36 minutes East a distance of 20.0 feet from the original North corner of the said Tract No. 21, and being in the Southeast right-of-way line of County Noed No. 786;

Thence South 45 degrees 36 minutes East a distance of 661.0 feet to a point for corner and being on the beak of the Intracoastal Canal;

Thence Pouthwesterly along the bank of the Intracoestal Canal with the following assnders:

South 46 degrees 44 minutes West a distance of 66.11 feet; South 50 degrees 30 minutes West a distance of 132.60 feet; South 42 degrees 40 minutes West a distance of 65.96 feet to a point for corner and being is the Southwest line of the said fract No. 21;

Theore North 45 degrees 36 minutes West along the Southwest line of the said Tract Wo. 21 e distance of 654.0 feet to an iron rod for corner and being in the Southeast right-of-way line of County Road No. 756;

Thence North 44 degrees 24 minutes East along the Southeast rightof-way line of County Road Bo. 7% a distance of 263.7 feet to the Place of Reginning and containing 3.874 acres of land, were or less,

Tract No. 22, Brasce Coast Investment Company Subdivision, Division No. 8, 7. J. Calvit League, Abstract 51, in Brascria County, Tunas, according to the map or plat thereof duly recorded in the office of the County Clark of Brascria County, Tunas, the same being the same property conveyed to Guifon Marian Maintenance, Inc., from B. L. Tanner by deed detail the 14th day of Nay 1970, of record in Volume 1060, Page 535, Deed Records of Brascria County, Texas, to which reference here is made for all purposes.

THE SORFACE AND THE SURFACE CHLI of Tract 24, Brazos Coast Investment Company Subdivision Bo. B, F. J. Calvit League, Abstract 51, Brazoria County, Texas, according to the map or plat thereof duly recorded in Volume 2, Page 161 et seq., Plat Records, Brazoria County, Texas.

THE SURFACE AND SURFACE ONLY of Tract 25, Brazos Coast Investment Company Subdivision No. 8, F. J. Culvit League, Abstract 51, Brazoria County, Texas, according to the map or plat thereof duly recorded in Volume 2, Page 141 et seq., Plat Records, Brazoria County, Texas.

Tract 55, Brazos Coast Investment Company Subdivision No. 8, F. J. Calvit League, Abstract 51, Brazoria County, Texas, according to the may or plat thereof duly recorded in Volume 2, Page 141 et seq., Plat Records, Brazoria County, Texas.

Tract 57 out of Division 8 of the B.C.I.C. Subdivision, F. J. Calvit League, Abstract 51, Brasoria County, Texas, according to the map or plat thereof recorded in Volume 2, Page 143 of the Flat Records of Brasoria County, Texas.

Tract 58 of the Brazos Coast Investment Company Subdivision No. 8, in the F. J. Calvit League, Abstract No. 51, Brazoria County, Texas, according to the map or plat thereof recorded in Volume 2, Page 143 and 144 of the Plat Records of Brazoria County, Texas.

## (RECORDED AS PER ORIGINAL)

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### Affects Tract 23:

- c. Spoil ecoment conveyed to or reserved by United States of America described in instrument recorded in Volume 295, Jage 526 of the Deed Records of Braseria County, Texas.
- d. Noad assessmit neaveyed to or reserved by Brazoria County described in instrument recorded in Volume 708, Page 592 of the Deed Records of Brazoria County, Tukke.
- e. Zasament conveyed to or reserved by Bouston Lighting & Power Company described in instrument recorded in Volume 1410, Page 128 of the Deed Records of Brazoria County, Texas.
- 2. All the oil, gas and other minerals, the royalties, bonuses, restals and all other rights in connection with same, all of which are expressly excepted herefrom and not insured becomest, as same are set forth in instrument recorded in Volume 912, at Page 850 of the Deed Records of Brasoria County, Taxas. (Title to said interest not checked subsequent to date of aforesaid instrument.)

### Affects Tract 21:

- g. A 1/64 royalty interest in and to all oil, gas and other minerals on, in under or that may be produced from the subject property is excepted berefrom as the same is ret forth in instrument recorded in Volume 309, Page 629 of the Bood Gerords of Brazoria County, Towas. [Title to said interest not checked subsequent to date of aforesaid instrument).
- h. 1/4 of the oil, gas and other minerals, the royalties, hommes, rentals, and all other rights in connection with same, all of which are excepted herefrom as the same are set forth in instrument recorded in Volume 486, at page 672 of the Deed Records of Brasoria County, Texas. [Title to eaid interest not checked subsequent to date of aforesaid instrument.]
- i. 1/2 of the oil, gas and other minerals, the royalties, becauses, rentals, and all other rights in connection with same, all of which are excepted herefrom as the same are set forth in instrument recorded in Volume 681, at page 26 of the Deed Records of Brasoria County, Texas. (Title to said interest not checked subsequent to date of aforesaid instrument.)
- j. 1/6 of the oil, gas and other minerals, the royalties, bonuses, rentals, and all other rights in connection with same; all of which are excepted herafron as the same are set forth in instrument recorded in Volume 859, at page 269 of the Deed Records of Brazoria County, Texas. (Title to maid interest not checked subsequent to date of aforesaid inclument.) (Less a 1/256 non-participating royalty)
- k. Expension conveyed to or reserved by United States of America described in instrument recorded in Volume 519, Pages 38, 40 and 46 of the Deed Records of Brazonia County, Texas.
- Essement conveyed to or reserved by United States of Aperica described in instrument recorded in Volume 320, Page 341 of the Deed Records of Brasoria County, Texas.
- B. Essement conveyed to or reserved by Brazoria County described in instrument recorded in Volume 798, Pages 579 and 681 of the Deed Records of Brazoria County. Texas.

This conmitment is invalid unless the insuring provisions and Schodulat A, B, and C are attended.

### (RECORDED AS PER ORIGINAL)

n. Penns encroschemet along the southwest property line of Tract 21 as reflected on survey prepared January 19, 1989, by E. C. Quickel, Jr., Remistered Public Surveyor Ho. 1848.

### Affects Tract 22:

- o. Espeniant conveyed to or reserved by United States of America described in instrument recorded in Volume 319, Page 61 of the Deed Records of Brascria County, Texas. (Spoil essement rights released in Volume 1083, Page 214 of the Deed Records of Brascria County, Texas)
- p. Road easement conveyed to or reserved by Brasoria County described in instrument recorded in Volume 79%, Page 685 of the Deed Records of Brasoria County, Texas.

### Affects Tract 24:

- q. Examinat conveyed to or reserved by United States of America described in instrument recorded in Volume 298, Page 7 of the Deed Records of Brazonia County, Texas.
- r. Road easement conveyed to or reserved by Brasoria County described in instrument recorded in Volume 798, Page 674 of the Deed Records of Brasoria County, Texas.
- s. Baseannt conveyed to or reserved by Rouston Lighting & Power Company described in instrument recorded in Volume 1410, Page 131 of the deed Records of Brasoria County, Texas.
- t. All of the oil, gas and other minerals, the royaltime, bomuses, rentals, and all other rights in connection with same, all of which are excepted herefrom as the same are set forth in instrument recorded in Volume 605, at page 139 of the Deed Records of Brazeria County, Twans. (Title to said interest not checked subsequent to date of aforesaid instrument.) (Except a 1/32 royalty)
- u. All of the oil, gas and other minerals, the royalties, bomuses, tentals, and all other rights in commection with same, all of which are excepted herefrom as the same are set forth in instrument recorded in Volume 894, at page 544 of the Deed Records of Brazoria County, Texas. [Title to said interest not checked subsequent to date of afore mid instrument.)
- v. All of the oil, gas and other minerals, the royalties, bonness, rentals, and all other rights in connection with same, all of which are excepted herefrom as the same are set forth ir instrument recorded in Volume 895, at page 328 of the Deed Records of Brazoria County, Texas. (Title to said interast not checked subsequent to date of aforesaid instrument.)

### Affects Truct 25:

- W. Passment conveyed to or reserved by United States of America described in instrument recorded in Volume 319, Page 61 of the Deed Records of Brasoria County, Turas.
- x. Road easement conveyed to or reserved by Brazoria County described in instrument recorded in Volume 798, Page 674 of the Deed Records of Brazoria County, Texas.
- y. All of the oil, gar and other minerals, the royalties, homeses, rentals, and all other rights in connection with same, all of which are excepted herefrom as the same are set forth in instrument recorded in Volume 621, at page 307 of the Deed Records of Brazoria County, Temas.

## (RECORDED AS PER ORIGINAL)

(Title to said interest not checked subsequent to date of sforesaid instrument.)

 Fance protrusion along the northeast property line of Tract 25 as reflected on survey prepared January 19, 1985, by 2. C. Quickel, Jr., Registered Public Surveyor Bo. 1545.

### Affects Tract 55:

- ea. Essenant conveyed to or reserved by United States of America described in instrument recorder in Volume 319, Page 61 of the Deed Records of Brasoria County, Texas.
- bb. 1/8 royalty interest in and to all oil, gas and other minerals on, in, under or that may be produced from the subject property is excepted herefrom as the same are set forth in instrument recorded in Volume 868, at page 959 of the Deed Records of Brazeria County, Texas. (Title to said interest not checked subsequent to date of aforesaid instrument.)
- cc. Read Right-of-Way as depicted on survey prepared January 19, 1989, by E. Quickel, Jr., Registered Public Surveyor No. 1845.

### Affects Tract 57:

- dd. Essement conveyed to or reserved by United States of America described in instrument recorded in Volume 319, Page 61 of the Deed Records of Brazoria County, Taxas.
- es. All of the oil, gas and other minerals, the royalties, bommes, rentals, and all other rights in consection with same, all of which are excepted herefrom as the same are set forth in instrument recorded in Volume 359, at page 29 of the beed Records of Brasoria County, Texas. (Title to said interest not checked subsequent to date of aforesaid instrument.)
- ff. Reservation of 1/2 of interest owned in oil, gas and other minerals reserved in Volume 914, Page 639 of the Deed Records of Brascria County, Texas.
- qg. Road Right-of-Way as depicted on survey prepared January 19, 1989, by E. Quickel, Jr., Registered Public Surveyor No. 1545.

### Affects Tract 58:

- hh. Essement conveyed to or reserved by United States of America described in instrument recorded in Volume 311, Page 130 of the Deed Records of Brazoria County, Texas.
- 11. Road Right-of-Way as depicted on survey prepared January 19, 1985, by E. Quickel, Jr., Registered Public Surveyor No. 1545.

### Affects all tracts:

jj. This Company shall have no liability for, nor responsibility to defent, any part of the property described herein against any right, title, interest or claim (valid or invalid) of any character had or asserted by the State of Taxas or by any other government or governmental authority or by the public generally (1) in and to portions of the above described property which may be within the bed, shore, or banks of a personial stream, or of a stream or lake navigable in fact or in law; or within the bed.

HERCILES REAL ESTATE CORPORATION 11011 Richmond Avenue, Suite 500 Houston, TX 77042

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### RELEASE OF LIEN

STATE OF TEXAS S
COUNTY OF BRASORIA

KNOW ALL MEN BY THESE PRESENTS

FINANCE, INC. (the "Lender") is the legal and squitable holder of a certain promissory note (the "Note"), executed by Hercules Offshore Corporation, a Delaware corporation ("Maker"), payable to the order of the Lender, and secured in part by a First Deed of Trust and Security Agreement, dated effective as of January 20, 1989, executed by Maker in favor of Paul F. Helton, Jr. Trustee, filed for record in Volume 634, Pays 520 of Official Records of Brazoria County, Texas and by a Financing Statement recorded in Volume 644, Page 496 of the Official Records of Brazoria County, Texas, covering the property described therein, including the land described in Exhibit A attached hereto (the "Property").

For Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and confessed, the Lender has RELEASED and DISCHARGED and by these presents does hereby RELEASE and DISCHARGE 1 1 all liens and security interests held by the Lender, including the liens and security interests hereinabove described, the Property, together with all improvements thereon and appurtenances thereto.

EXECUTED as of September 1, 1993.

PARACOR FINANCE INC. formerly known as ELDERS FINANCE, INC.

Name: Anthon' R. Caragliano Title: Executive Vice President

mary of the

1;

STATE OF TEXAS
COUNT: OF BRASORIA

This instrument was acknowledged before me on the ______ day of September, 1993, by Anthony R. Caragliano, Executive Vice President of PARACOR FINANCE INC. formerly known as ELDERS FINANCE, INC. on behalf of said corporation.



Notary Public, State of Texas

-7-

### Exhibit A (RECORDED AS PER ORIGINAL) R9634 515

All those certain tracts or parcels of land situated in Brazonia County.

Texas and being more particularly described as follows:

Tries to. 23 of Brasso Good Newschart Coursey Subdivision So. 6, 7, 3,

Calvit Longer, Anagest S1, Graneste Good, Parana, seconding on the ump or plat thereal dely of round in Majorn 2, Page 141 at not. of the Thet Removed of Branesia County,

Tenne, to thick reference in here mode for all appropriate purposes.

Trace No. 21 out of the Brases Court levestment Company Subdivision to. 4, is the A. Colvit Langue, Mostract Ma. 31, Descric County, Tenon, and being three paperate traces and being all of the neld Tract No. 21, and tying North of the Introcessed Language and loing described on follows:

> forginaling at an from rod in the Northeast line of the said Tract in. It, which bears South 65 degrees 36' East a distance of 20.0 feet from the original Borth enemy of the soid Treet No. 21, and being in the Southener cigar-of-may line of County Real No. 756;

Thence South 45 degrees 36' East a distance of 661.8 feet to a point for corner and being on the heat of the letragonatel Count;

Theses Southwesterly along the book of the introcessed Canal with the following menders:

E. 48 degrees 44" W. a distance of 64.11 feet,

5. 30 degrees 30° M. a distance of 132.60 feet, 5. 42 degrees to V. a distance of 61.96 feet to a paint for corner and being in the Southwest Line of the said Tract No. 21;

Theses Borth 45 degrees 34" West along the Sentiment Line of the eatd Treet Se. 21 a distance of 694.0 feet to se tree red for corner and being in the Santhenet right-of-way line of Greety Read au. 2541

ace Rotth 44 degrood 34" Root along the Southwart tight-of-ver line of County hard No. 736 a distance of 163.7 feet to the Floor of Regioning and evataining 3.976 acres of land, sore or less.

Treet No. 22, Brusse Crost levestment Company Subdivision, Division No. 8, F. J. Calvit League, Metroet 51, in Brussele County, Tesse, according to the map or plat thereof dely recorded in the office of the Greaty Clark of bracerie County, Tampe, the come being the same property conveyed to Galico Marine Shintenness, Int., Iron S. L. Zanner by dead dated the 14th day of May, 1970, of record in Vol. o 1060, Page 375, Bood Records of Bree-ris County, Towns, to which reference here is me for all purposes.

. THE SELECT HIS SURFACE WAS OF Tract 24, brease Great Investment Company Subdivision No. 8, 7, J. Colvit Langue, Matroet 51, Bresoria County, Tenne, according to the cap or plat thereof duly recorded in Volume 2, Page 141 at eaq., Plat Reserts, Brezerie County, Tense.

THE STREET AND SHEFFER GELY of Fract 25, branes Goost Inventment Company Subdivision in. 8, 8, J. Calvit Langer, Matract Si, begants County, Tanas, scentifing to the map or plat thereof daily remeded in Volum 1, Page 141 et esq., Plat Reports, Braunria County, Tenas,

Tract 55, Brozes Crest Inventment Company Subdivision No. R., F. J. Calvit Langue, Motract 51, Bearerie County, Tesas, occording to the may or plat thereof duty reserved in Values 2, Page 141 at seq., flat Macerde, Braceria County, Texas.

'. Tract 57 out of Pirisian & of the B.C.I.C. inhdivision, T. J. Calvit League, Abstract 51, Bressris County, Tames, according to the upp or plat thereof retorded in Volume 2, Page 143 of the Plat Seconds of Brazonia County, Tames.

Tract SE, of the Brazos Coust Investment Company Subdivision No. 3, in tim F. J. Calvit Largue, Aptroct No. 31, Bremerie County, Tenna, according to the map or plat thereof recorded in Volume 2, Page 141 and 144 of the Plat Records of Braserie County, Tenes.

### PROPERTY EXHIBIT



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### SPECIAL WARRANTY DEED WITH VENDOR'S LIEN

TO EFFECTIVE 8-3-99

THE STATE OF TEXAS

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF BRAZORIA §

Pursuant to that certain Order Granting Trustee's Motion For Authority To Sell Property Of The Estate Free And Clear Of All Interests Pursuant to 11 U.S.C. §363(b) and §363(f) With Any Valid Lien(s) To Attach To The Sale Proceeds, dated February 8, 1999, entered in Case No. 98-34630-H2-7; In re Hercules Marine Services Corporation, the United States Bankruptcy Court for the Southern District of Texas, Houston, Division, authorizing the conveyance of the Property defined below.

JANET CASCIATO-NORTHRUP, TRUSTEE OF THE CHAPTER 7 BANKRUPTCY ESTATE OF HERCULES MARINE SERVICES CORPORATION, ("Grantor"), for and in consideration of the Orders of the United States Bankruptcy Court and of Ten Dollars (\$10.00) and other good and valuable consideration paid to the Grantor, and for and in further consideration of the payment of a portion of the purchase price by HOUSTON COMMERCE BANK, a state banking organization ("Beneficiary"), and as evidence of such advancement Grantee, as bereinafter defined, has executed its one certain promissory note of even date herewith payable to the Beneficiary, in the original principal sum of THREE HUNDRED TWENTY FIVE THOUSAND AND NO/100 DOLLARS \$325,000.00) bearing interest and being due as therein provided, which note is secured by the vendor's lien herein reserved, and is additionally secured by a Deed of Trust and Security Agreement of even date herewith, executed by the Grantee herein to P. MICHAEL WELLS, Trustee, reference to which is here made for all purposes, has GRANTED and CONVEYED, and by these presents does GRANZ and CONVEY unto LDL COASTAL LIMITED, L.P., ("Grantee") whose address is , all of the following described real property and premises situated HOUSTON, TEXAS 77229 in Brazoria County, Texas, together with all improvements thereon (the "Property"):

All those certain tracts or parcels of land out of the BRAZOS COAST INVESTMENT COMPANY SUBDIVISION NO. 8, F. J. Calvit League, Abstract 51, Brazoria County, Texas, and being more particularly described on Exhibit "A," which is attached hereto and made a part hereof for all purposes.

Grantor hereby transfers, sets over, assigns and conveys unto the Beneficiary and assigns the vendor's lien and superior title herein retained and reserved against the Property and premises herein conveyed in the same manner and to the same extent as if said note had been executed in Grantor's favor and said Grantor assigned to Beneficiary without recourse.

This Deed is executed by the Grantor and accepted by the Grantee subject to the matters herein stated and any easement, right-of-way and prescriptive right, whether of record or not; any restriction, ordinance, condition, reservation, building set-back line, mineral reservation, mineral lease, royalty interest, maintenance charge, assessment, agreement, covenant, encumbrance and other matter applicable and enforceable against the Property, as reflected by the records of the County Clerk of Harris County, Texas, but only to the extent the same validly exists and affects the Property;

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rights of adjoining owners to any walls and fences situated on a common boundary; any discrepancies, conflicts, or shortages in area or boundary lines; any encroachments or any overlapping improvements, and real property taxes.

TO HAVE AND TO HOLD the Property, together with all and singular the rights and appurtenances thereto in anywise belonging, unto Grantee, his heirs and assigns, forever, and Grantor does hereby bind himself, his successors and legal representatives, to WARRANT AND FOREVER DEFEND the Property unto Grantee, his heirs and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof by, through or under Grantor, but not otherwise, subject only to the matters set forth in this Deed. But it is expressly agreed and stipulated that the vendor's lien and superior title is herein retained to the extent of that portion of the purchase price funded by Beneficiary against the above-described property, premises and improvements, until the above described note, and all interest thereon is fully paid according to its face and tenor, effect and reading, when this Deed shall become absolute.

GRANTOR AND GRANTEE ACKNOWLEDGE AND AGREE THAT GRANTOR HAS ACQUIRED THE PROPERTY IN THE CAPACITY INDICATED IN THE ORDER OF SALE COVERING THE PROPERTY, AND CONSEQUENTLY GRANTOR HAS LITTLE, IF ANY, KNOWLEDGE OF THE PHYSICAL OR ECONOMIC CHARACTERISTICS OF THE PROPERTY. ACCORDINGLY, GRANTOR HEREBY SPECIFICALLY DISCLAIMS ANY WARRANTY, GUARANTY OR REPRESENTATION, ORAL OR WRITTEN, PAST, PRESENT OR FUTURE, OF, AS TO, OR CONCERNING (i) THE NATURE AND CONDITION OF THE PROPERTY, INCLUDING, WITHOUT LIMITATION, THE WATER, SOIL AND GEOLOGY, AND THE SUITABILITY THEREOF AND OF THE PROPERTY FOR ANY AND ALL ACTIVITIES AND USES WHICH GRANTEE MAY ELECT TO CONDUCT THEREON, AND THE EXISTENCE OF ANY ENVIRONMENTAL HAZARDS OR CONDITIONS THEREON OR COMPLIANCE WITH ALL APPLICABLE LAWS, RULES OR REGULATIONS; (ii) EXCEPT FOR ANY WARRANTY OF TITLE CONTAINED IN THIS DEED, THE NATURE AND EXTENT OF ANY RIGHT-OF-WAY, LEASE, POSSESSION, LIEN, ENCUMBRANCE, LICENSE, RESERVATION, CONDITION, MINERAL, ROYALTY OR OTHERWISE; AND (iii) THE COMPLIANCE OF THE PROPERTY OR ITS OPERATION WITH ANY LAWS, ORDINANCES OR REGULATIONS OF ANY GOVERNMENT OR OTHER BODY.

GRANTEE ACKNOWLEDGES THAT HE HAS INSPECTED THE PROPERTY AND GRANTEE HAS RELIED SOLELY ON HIS OWN INVESTIGATION OF THE PROPERTY AND NOT ON ANY INFORMATION PROVIDED BY GRANTOR. GRANTEE FURTHER ACKNOWLEDGES THAT THE INFORMATION PROVIDED WITH RESPECT TO THE PROPERTY WAS OBTAINED FROM A VARIETY OF SOURCES AND GRANTOR (1) HAS NOT MADE ANY INDEPENDENT INVESTIGATION OR VERIFICATION OF SUCH INFORMATION; AND (2) DOES NOT MAKE ANY REPRESENTATIONS AS TO THE ACCURACY OR COMPLETENESS OF SUCH INFORMATION. GRANTEE ACKNOWLEDGES THAT HE HAS BEEN ADVISED THAT ALL OR PART OF THE PROPERTY IS OR MAY BE WITHIN THE 100-YEAR FLOOD PLAIN AS DETERMINED BY THE GOVERNMENTAL ENTITY HAVING JURISDICTION OVER SAME.

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THE SALE OF THE PROPERTY AS PROVIDED FOR HEREIN IS MADE ON AN "AS IS" BASIS, AND GRANTEE EXPRESSLY ACKNOWLEDGES THAT, IN CONSIDERATION OF THE AGREEMENTS OF GRANTOR HEREIN, EXCEPT AS OTHERWISE SPECIFIED HEREIN, GRANTOR MAKES NO WARRANTY OR REPRESENTATION, EXPRESS OR IMPLIED, OR ARISING BY OPERATION OF LAW, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTY OF CONDITION, HABITABILITY, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, IN RESPECT OF THE PROPERTY.

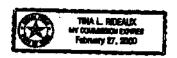
EXECUTED on this date august 2 1999.

JANET CASCIATO-NORTHRUP, TRUSTER
OF THE CHAPTER 7 BANKRUPTCY
ESTATE OF HERCULES MARINE
SERVICES CORPORATION

THE STATE OF TEXAS

COUNTY OF HARRIS

This instrument was acknowledged before me on the Adday of LIGHT 1999, by , JANET CASCIATO-NORTHRUP, TRUSTEE OF THE CHAPTER 7 BANKRUPTCY ESTATE OF HERCULES MARINE SERVICES CORPORATION.



Notary Public, State of Texas

AFTER RECORDING, RETURN TO:

P. O. BOX 24727 HOUSTON, TEXAS 77229

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# EXHIBIT "A"

TRACT NO. 21:
TRACT NO. 21 OUT OF THE BRAZOS COAST INVESTMENT COMPANY SUBDIVISION NO. 8 IN
THE F.J. CALVIT LEAGUE, ABSTRACT NO. 51, BRAZORIA COUNTY, TEXAS, AND BRING
THREE SEPARATE TRACTS AND BRING ALL OF THE SAID TRACT NO. 21, LYING NORTH OF
THE INTRACOASTAL CANAL AND BRING MORE PATICULARLY DESCRIBED ON EXHIBIT "A"
ATTACHED.

### TRACT NO. 22:

TRACT NO. 22, BRAZOS COAST INVESTMENT COMPANY SUBDIVISION, DIVISION NO. 8, F. J. CALVIT LEAGUE, ABSTRACT 51, IN BRAZORIA COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THERBOF DULY RECORDED IN THE OFFICE OF THE COUTTY CLERK OF BRAZORIA COUNTY, TEXAS, THE SAME BEING THE SAME PROPERTY CONVEYED TO GULFCO MARINE MAINTENANCE, INC. FROM B. L. TANNER BY DEED DATED THE 14TH DAY OF MAY 1970, OF RECORD IN VOLUME 1060, PAGE 515, DRED RECORDS OF BRAZORIA COUNTY, TEXAS.

### TRACT NO. 23:

TRACT NO. 23 OUT OF THE BRAZOS COAST INVESTMENT COMPANY SUBDIVISION NO. 8 IN THE A. CALVIT LEAGUE, ABSTRACT NO. 51, BRAZORIA COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 2, PAGE 141 - 144 OF THE PLAT RECORDS OF BRAZORIA COUNTY, TEXAS.

### TRACT NO. 24:

TRACT 24, BRAZOS COAST INVESTMENT COMPANY SUBDIVISION NO. 8, F.J. CALVIT LEAGUE, ABSTRACT 51, BRAZORIA COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF DULY RECORDED IN VOLUME 2, PAGE 141 - 144, PLAT RECORDS, BRAZORIA COUNTY, TEXAS,

### TRACT NO. 25:

TRACT 25, BRAZOS COAST INVESTMENT COMPANY SUBDIVISION NO. 8, F.J. CALVIT LEAGUE, ABSTRACT 51, BRAZORIA COUNTY, TEXAS, ACCORDING TO THE MAP ON PLAT THEREOF DULY RECORDED IN VOLUME 2, PAGE 141 - 144, PLAT RECORDS, BRAZORIA COUNTY, TEXAS.

#### TRACT NO. 55:

TRACT 55, BRAZOS COAST INVESTMENT COMPANY SUBDIVISION NO. 8, P.J. CALVIT LEAGUE, ABSTRACT 51, BRAZORIA COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF DULY RECORDED IN VOLUME 2, PAGE 141 - 144, PLAT RECORDS, BRAGZRIA COUNTY, TEXAS.

### TRACT NO. 57:

TRACT 57, OUT OF DIVISION 8 OF THE B.C.I.C. SUBDIVISION, F.J. CALVIT LEAGUE, ABSTRACT 51, BRAZORIA COUNTY, TEXAS, ACCORDING TO THE MAP OF PLAT THERGE RECORDED IN VOLUME 2, PAGE 143 - 144 OF THE PLAT RECORDS OF BRAZORIA COUNTY,

### TRACT NO. 58:

TRACT 56, OF THE BRAZOS COAST INVESTMENT COMPANY SUBDIVISION NO. 8, IN THE F.J. CALVIT LEAGUE. ABSTRACT NO. 51, BRAZORIA COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOP RECORDED IN VOLUME 2, PAGE 141 - 144 OF THE PLAT RECORDS OF BRAZORIA COUNTY, TEXAS.

Tract No. 21 but of the Brason Count Investment Company Subdivision No. 8, in the A. Calvit League, Anatraut No. 31, Brasoria County, Texas, and being three separate tracks and being all of the said Track No. 31, and lying North of the Intraconstal Canal and being described as follows:

moglimity at an fron rod in the Morthmant line of the maid Traut No. 21, which beers fouth 48 degrees 16 minutes Hast a distance of 20.0 feat from the original Borth corner of the maid Traut No. 21, and being in the Boutheast right-of-way line of County Road No. 756;

- Thence south 45 degrees 36 minutes Fast a distance of \$61.0 feet to a point for corner and being on the bank of the intracoastal Canal,

Thence Southwesterly along the bank of the Intrappental Canal with the following meandars:

South 46 degrees 44 minutes West a distance of 66.11 feet; South 40 degrees 30 minutes West a distance of 132.60 [det] South \$3 degrees 40 minutes Nest a distance of \$5.75 fact to a point for normal and being in the Bouthwest line of the said Tract No. 211

Thumpa Marth 45 degrees 36 minutes Nest along the Asuthomet line of the wold Tract No. 21 a distance of 484.8 feet to an iron rod for ourner and being in the Southeast right-of-way line of County Road Ma. 756;

Thunce North 44 degrate 24-minutes East slong the Southeast right-of-way line of County Road No. 756 a distance of 263.7 feet to the Place of meginning and containing 3.974 agree of lend, more or leas,

SECURITY FEE RECORDING TOTAL 17.00

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L. JOHNS HANDAMM, Chart of the Country Court Intend for Brestoles
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Coursy Clark of Branchis Co., TX

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### DEED OF TRUST AND SECURITY AGREEMENT

THE STATE OF TEXAS §
COUNTY OF BRAZORIA §

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned, LDL COASTAL LIMITED, L.P., a Texas limited partnership, whose sole general partner is LDL Management, LLC, a Texas limited liability company, whose address for notice hereunder is P. O. Box 24727, Houston, Harris County, Texas 77229, hereinafter called "Grantors" (whether one or more), in consideration of TEN AND NO/100 DOLLARS (\$10.00) cash in hand paid by P. MICHAEL WELLS, "Trustee", whose address for notice is P. O. Box 450559, 13300 Almeda Road, Houston, Texas 77245-0559, the receipt of which payment is hereby acknowledged and confessed, and of the debt and trust hereinafter mentioned, have Granted, Bargained, Sold and Conveyed, and by these presents do Grant, Bargain, Sell and Convey unto Trustee, and unto the successor or substitute Trustee hereinafter provided, the following property situated in Brazoria County, Texas, to-wit:

All those certain tracts or parcels of land out of BRAZOS COAST INVESTMENT COMPANY SUBDIVISION NO. 8, F. J. Calvit League, Abstract 51, Brazoria County, Texas, and being more particularly described on Exhibit "A", which is attached hereto and made a part hereof for all purposes,

together with all buildings and other improvements thereon and hereafter piaced thereon, and all fixtures, materials, equipment, apparatus, furniture, furnishings and other property, real and personal, now or bereafter installed or used on the above described property or the improvements thereon, including, but not limited to, all heating, lighting, refrigeration, plumbing, ventilating, incinerating, water-heating, cooking and air-conditioning equipment, fixtures and appurtenances, window screens, window shades, venetian blinds, awnings, drapes, carpets, and other floor coverings, shrubbery and other chattels and personal property used or furnished in connection with the operation, use and enjoyment of the above described property and the improvements thereon, and all renewals, replacements and substitutions thereof and additions thereto, all of which said property and fixtures shall be deemed to be a part of and affixed to the above described property and the use thereof, including all rents, revenues, bonus money, royalties, rights and benefits accruing to Grantors under all present and future oil, gas and mineral leases on any part of the above described property; and all the estate, right, title and interest of every nature whatsoever of the Grantors in and to all of the foregoing and every part and parcel thereof.

TO HAVE AND TO HOLD the above described property, together with all and singular the rights, privileges, hereditaments and appurtenances thereunto in anywise incident, appertaining or belonging (all of which are hereinafter called "premises") unto Trustee, and his successors or substitutes forever, and Grantors hereby bind themselves, their heirs, successors, assigns and legal representatives, to warrant and forever defend title to said premises unto Trustee, his successors and substitutes, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

This conveyance is made in trust on the following trusts, terms and conditions, and for the purpose of securing and enforcing the payment of that certain Promissory Note (hereinafter called "Note") dated Quality 3., 1999, in the principal sum of THREE HUNDRED TWENTY-FIVE THOUSAND AND NO/f00 DOLLARS (\$325,000.00), being payable as therein provided and finally maturing on or before August 3, 2002, and bearing interest before and after maturity thereof as therein specified, containing certain accelerating maturity and attorney's fee collection clauses, as specified therein (said Note being incorporated herein by reference), executed by Grantors herein and payable to the order of HOUSTON COMMERCE BANK, whose address is P. O. Box 450559, 13300 Almedz road, Houston, Texas 77245-0559, (hereinafter, together with any subsequent holder of the Note, called "Beneficiary"), in lawful money of the United States of America; all renewals, rearrangements and/or extensions of the Note; and all other sums of money which may be hereafter paid or advanced by or on behalf of Beneficiary under the terms and provisions of this Deed of Trust; any additional loans made by Beneficiary to Grantors (it being contemplated that Beneficiary may lend additional sums to Grantors from time to time, but shall not be obligated to do so, and Grantors hereby agreeing that any such additional loans shall be secured by this Deed of Trust); and any and all other indebtedness, obligations and liabilities of any kind of the Grantors to Beneficiary, now or hereafter existing, absolute or contingent, joint and/or several, secured or unsecured, due or not due, arising by operation of law of otherwise, or direct or indirect, or heretofore or hereafter purchased, including indebtedness, obligations and liabilities to Beneficiary of the Grantors as a member of any partnership, syndicate, association or other group, and whether incurred by the Grantors as principal,

RECORDER'S MEMORANDUM:

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surety, endorser, guarantur, accommodation party or otherwise, and whether originally contracted with Beneficiary or acquired by Beneficiary pursuant to a loan participation agreement or otherwise (all of which are hereinafter referred to as the "indebtedness"). Default in the terms of any note evidencing such past, present or future indebtedness or default in the terms of any Deed of Trust securing same shall be an event of default and a breach of covenant under all of said notes and Deeds of Trust and will give Beneficiary the right to accelerate the payment of all said notes and to foreclose under the terms of all the Deeds of Trust.

### Grantors hereby expressly covenant and agree that:

- Grantors will pay the Note secured hereby in accordance with the terms and provisions thereof.
- 2. The execution of this Deed of Trust shall not impair or affect any other security which may be given to secure the payment of the indebtedness secured hereby, and all such additional security shall be considered as cumulative. The taking of additional security, execution of partial releases of the security or any extension of time of payment of the indebtedness secured hereby, shall not diminish the force, effect or lien of this Deed of Trust and shall not affect or impair the liability of any maker, surety, guaranter or endorser for the payment of said indebtedness.
- Grantors will pay as same come due and before same become delinquent, all taxes, assessments and other charges imposed, levied or assessed against the premises.
- 4. Grantors will keep the premises in good condition and repair and will not commit or permit any waste, impairment or deterioration of the same and generally will not do any act by which the value of the above described premises may become impaired. Neither shall any improvements, fixtures, or personal property be altered, destroyed or removed from said premises without the written consent of Beneficiary.
- 5. On default in the prompt payment of any sams of money secured by this Deed of Trust, Beneficiary, or any Agent of Beneficiary, shall have the right, but not the obligation, to demand, collect, receive, sue for and recover in its own name all presently owing or future rents, revenues, and incomes and to apply the same to the payment of the indebtedness secured hereby, after first deducting therefrom all expenses of collection. On such default, Beneficiary shall also have the right to take possession of the premises, remove all persons therefrom and rent the same for the account of Grantors, and employ such agents and attorneys as may be necessary with respect thereto. Likewise, on such default, Beneficiary shall be entitled to have a Receiver appointed to take possession of the premises and to collect all rents, income and revenues without notice to Grantors and without regard to the valuation of said premises or the solvency or insolvency of Grantors or any other person liable for any part of the indebtedness secured hereby, and without prejudice to any other rights or remedies.
- Grantors will insure and keep insured all buildings and improvements now or hereafter located on the premises against loss or damage by fire; flooding, if the premises are located in a flood hazard area as designated by appropriate governmental authorities; and such other hazards as Beneficiary may require, in insurance companies approved by Beneficiary in form and in amounts satisfactory to Beneficiary, provided, that Beneficiary shall not require that the amount of such coverage exceed that amount of coverage required to pay the sums secured by this Deed of Trust. Such insurance policies shall contain loss payable clauses (standard mortgagee clauses) in favor of the Beneficiary as its interest may appear. Such policies and all renewals shall be delivered immediately to and held by Beneficiary together with receipts showing payment of all premiums thereon. Beneficiary is authorized to collect and apply the insurance proceeds, less a reasonable collection expense, at its option, either to the sums secured by this Deed of Trust, whether due or not, (in such manner and in such order with respect to maturities as Beneficiary shall determine), or to restoration or repair of the property damaged. No interest shall accrue or be payable to Grantors on any money collected and held by Beneficiary under said policies. The provisions herein shall not create any duty on the part of the Beneficiary to collect insurance proceeds and the Beneficiary shall not be liable for the failure to collect same regardless of the cause of such failure. In the event of foreclosure of this Deco of Trust or other transfer of the premises, in extinguishment of the indebtedness secured hereby, complete title to all policies held by the Beneficiary, all proceeds thereof resulting from damages to the properties prior to sale or acquisition, and all unearned premiums thereon shall pass to and vest in the purchaser or grantee. It is expressly acknowledged and agreed that procurement of insurance on said premises from any particular agent, broker or underwriter has not been directly or indirectly required by Beneficiary as a condition for making the loan secured hereby.

- 7. If Beneficiary has required mortgage insurance as a condition of making the loan secured by this Deed of Trust, or if mortgage insurance is necessary to make such loan a qualifying loan under applicable governmental regulations, Grantors agree to provide such insurance in an insurance company chosen by Grantors and acceptable to Beneficiary and governmental authorities, and agrees to pay the premiums required to maintain such insurance in effect until such time as the requirement for such insurance terminates in accordance with written agreement or applicable law or governmental regulations.
- 8. If Grantors fail to pay before delinquency all taxes, assessments, maintenance charges and other charges imposed, levied or assessed against said property or to maintain the insurance coverage, all as herein provided, Beneficiary may, at its option and without waiver of any other rights granted by this Deed of Trust for breach of the covenants contained herein, procure and pay for any such insurance coverage and pay any such taxes, assessments, maintenance charges and other charges, including any sums that may be necessary to redeem the premises from tax sale, without obligation to inquire into the validity of any such taxes, assessments, charges and tax sales, the receipts of the proper officers being conclusive evidence of the validity and amount thereof. Further, in the event Beneficiary is made a party defendant to any lawsuit arising out of the non-payment or alleged non-payment of any such taxes, assessments, maintenance charges, or any other charges imposed, levied, or assessed against said property, whether Beneficiary is joined as a normal party defendant or as a lienholder only, Grantor agrees to reimburse Beneficiary for any and all costs incurred by Beneficiary in connection therewith, including, without limitation, attorney's fee, court costs, filing fees, Master fees, title searches and any other costs actually incurred in connection therewith. All amounts so paid by Beneficiary pursuant to this Paragraph shall immediately become due and payable on demand to Beneficiary, and shall bear interest from the date of disbursement at the rate payable on the outstanding principal sum under the Note secured hereby, and all such amounts shall become additional indebtedness secured by this Deed of Trust.
- Grantors shall create, at the option of Beneficiary, a reserve fund for the payment of annual insurance premiums that will become due and payable, taxes, assessments, and maintenance charges levied and to be levied against the premises by paying to Beneficiary contemporaneously with the installments due on the Note a sum equal to the premiums that will next become due and payable on hazard insurance policies covering the premises and premiums on mortgage insurance, if any, plus taxes, assessments and maintenance charges next due and payable on the premises, as estimated by Beneficiary divided by the number of months to lapse before one (1) month prior to the date any such premiums, taxes, assessments and maintenance charges will become due and payable. Such sums shall be held by Beneficiary for the purpose of paying such premiums, taxes, assessments and maintenance charges. Any excess reserve shall be credited by Beneficiary on either subsequent payments of the same nature or to the installments of principal and interest owing on said Note in any order of maturity and manner the Beneficiary may elect. Any deficiency in said reserve fund shall be paid by Grantors to Beneficiary on or before the date any such premiums, taxes and maintenance charges shall be due and payable. Such reserve funds may be commingled by the Beneficiary with other funds, and Grantors shall not be entitled to receive any interest thereon. The reserve funds are pledged to Beneficiary as additional security for the sums secured by this Deed of Trust, and the liens of this Deed of Trust shall at all times extend to said sums, which said sums shall not be assignable or refundable (except as herein provided) until all indebtedness secured by this Deed of Trust has been paid in full. In the event of default under this Deed of Trust, any part or all of said reserve fund may be applied by Beneficiary to said indebtedness.
- Orantors will not suffer or permit any lien superior or equal to the lien created hereby to attach to or to be emforced against the premises.
- 11. If this Deed of Trust is on a unit in a condominium or a planned unit development, Grantors shall perform all of Grantors obligations under the declaration or covenants creating or governing the condominium or planned unit development, the by-laws and regulations of the condominium or planned unit development, and constituent documents.
- 12. If any part of the premises shall be taken for public use under the power of eminent domain, Beneficiary shall have the right to receive and collect all amounts and damages awarded by such condemnation proceedings and apply the same on the last maturing installments of the indebtedness secured hereby.
- 13. Grantors expressly waive and renounce the benefit of all present and future laws providing for any appraisement before sale of any of the property covered by this Deed of Trust, commonly known as "appraisement laws", and all present and future laws extending in any manner the time for enforcement of

collection of the indebtedness secured hereby, commonly known as "stay laws" and "redemption laws".

- 14. If, subsequent to the execution and delivery of this Deed of Trust, it should be ascertained that there is a defect in the title of Grantors to the premises, or that there is a lien of any nature whatsoever on any part of the premises, which is equal or superior in rank to the lien granted by this instrument, or if a homestead claim is asserted to any part of the premises adverse to this trust, or if Grantors or any subsequent owner of the premises become insolvent or bankrupt, or a receiver be appointed for their property, or a petition for reorganization, arrangement, receivership, bankruptcy or any proceeding for protection under the Bankruptcy Act or proceedings related to any of the foregoing be filed by or against Grantors or any subsequent owner of the premises, then in any such event any Beneficiary shall have the right to declare the indebtedness secured hereby at once due and payable without demand or notice, and the lien granted by this Deed of Trust may be foreclosed.
- (a) If the indebtedness secured bereby is fully paid in accordance with the terms and provisions of this instrument and Note, and if the covenants and agreements contained herein are kept and performed, then this conveyance shall become null and void and shall be released at the expense of Grantors; otherwise, the same shall remain in full force and effect; and if default is made in the payment of any part of the indebtedness secured hereby or in the performance of any of the covenants and agreements contained in this instrument or in the Note, or in any document executed in connection therewith, then the entire indebtedness secured hereby shall, at once or at any time thereafter while any part of said indebtedness remains unpaid, at the option of any Beneficiary, become due and payable without demand or notice (all rights to demand and notice being hereby expressly waived), and it shall thereupon be the duty of the above named Trustee, or his successor or substitute, as hereinafter provided, to enforce this trust at the request of any Beneficiary (which request shall be presumed) and to sell the premises with or without first having taken possession of the same and in whole or in part, as the acting Trustee may elect (all rights to a marshaling of assets of Grantors being expressly waived hereby), to the highest bidder for cash at public suction at the Courthouse door of the County in which said premises are situated on the first Tuesday of any month between the hours of 10 A.M. and 4 P.M., after giving notice of the time, place and terms of sale and the premises to be sold by (i) the acting Trustee or any person chosen by him posting or causing to be posted written or printed notice thereof at least twenty-one (21) days preceding the date of said sale at the County Courthouse door of said County, and (ii) the Beneficiary or any person chosen by it, at least twenty-one (21) days preceding the date of said sale, serving written notice of such proposed sale by certified mail on each debtor obligated to pay the indebtedness evidenced by the Note according to the records of Beneficiary. Service of such notice to each debtor shall be completed upon deposit of the notice, enclosed in a postpaid wrapper, properly addressed to each debtor at the most recent address as shown by the records of Beneficiary, in a post office or official depository under the care and custody of the United States Postal Service. The affidavit of any person having knowledge of the facts to the effect that such service was completed shall be prima facie evidence of the fact of service. After such sale, the acting Trustee shall make due conveyance with general warranty to the purchaser or purchasers, and the Grantors bind themselves, their heirs, assigns, executors, administrators, successors and legal representatives to warrant and forever defend the title of such purchaser or purchasers.
- (b) If default is made in the payment of any part of the indebtedness secured hereby or in the performance of any of the covenants and agreements contained in this instrument or in the Note, any Beneficiary shall have the right and option to proceed with foreclosure in satisfaction of such item or items by directing the Trustee, or his successor or substitute as hereinafter provided, to proceed as if under a full foreclosure, conducting the sale as herein provided, and without declaring the whole debt due, and provided that if sale is made because of default as hereinabove mentioned, such sale may be made subject to the unmatured part of the Note and the indebtedness secured hereby, and it is agreed that such sale, if so made shall not in any manner affect any other obligation or obligations secured hereby but as to such other obligations this Deed of Trust and the liens created hereby shall remain in full force and effect just as though no sale had been made under the provisions of this Paragraph 15(b). It is further agreed that several sales may be made hereunder without exhausting the right of sale for any other breach of any of the obligations secured hereby, it being the purpose to provide for a foreclosure and a sale of the premises for any matured portion of any of the indebtedness secured hereby or other items provided for herein without exhausting the power to foreclose and to sell the premises for any other part of the indebtedness secured hereby whether matured at the time or subsequently maturing.
- (c) The proceeds from any such sale shall be applied by the acting Trustee as follows: (1) To the payment of all expenses of advertising, selling and conveying said premises, including a commission to the acting Trustee of five per cent (5%) of the amount of the unpaid indebtedness secured hereby; (2)

To the payment to Beneficiary of all unpaid principal, accrued interest to date of sale, attorney's fees and all other indebtedness secured hereby; and (3) The balance, if any, shall be paid to Grantors. It is agreed, however, that Grantors shall remain liable to Beneficiary for any deficiency to the extent permitted by applicable law.

- (d) The acting Trustee hereunder shall have the right to sell the premises in whole or in part and in such parcels and order as he may determine, and the right of sale hereunder shall not be exhausted by one or more sales, but successive sales may be had until all of the premises have been legally sold. In the event any sale hereunder is not completed or is defective in the opinion of Beneficiary or the holder of any part of the indebtedness, such sale shall not exhaust the power of sale hereunder, and Beneficiary or such holder shall have the right to cause a subsequent sale or sales to be made by the Trustee or any successor or substitute Trustee. Likewise, Beneficiary may become the purchaser at any such sale if it is the highest bidder, and shall have the right, after paying or accounting for all costs of said sale or sales, to credit the amount of the bid upon the amount of the indebtedness owing in lieu of cash payment. The purchaser or purchasers at foreclosure shall have the right to affirm or disaffirm any lease of said premises.
- (e) It shall not be necessary for the acting Trustee to have constructively in his possession any part of the real or personal property covered by this Deed of Trust, and the title and right of possession of said property shall pass to the purchaser or purchasers at such sale as fully as if the same had been actually present and delivered. Likewise, on foreclosure of this Deed of Trust whether by power of sale herein contained or otherwise, Grantors or any person claiming any part of the premises by, through or under Grantors, shall not be entitled to a marshaling of assets or a sale in inverse order of alienation.
- (f) The recitals and statements of fact contained in any notice or in any conveyance to the purchaser or purchasers at any such sale shall be prima facie evidence of the truth of such facts, and all prerequisites and requirements necessary to the validity of any such sale shall be presumed to have been performed.
- (g) Any sale under the powers granted by this Deed of Trust shall be a perpenual bar against Grantors, their heirs, successors, assigns and legal representatives.
- In the event of a foreclosure under the powers granted by this Deed of Trust, Grantors, and all other persons in possession of any part of the premises, shall be deemed tenants at will of the purchaser at such foreclosure sale and shall be liable for a reasonable rental for the use of said premises; and if any such tenants refuse to surrender possession of said premises upon demand, the purchaser shall be entitled to institute and maintain the statutory action of forcible entry and detainer and procure a writ of possession thereunder, and Grantors expressly waive all damages sustained by reason thereof. This remedy is cumulative of any and all remedies the purchaser may have hereunder or otherwise. This Deed of Trust and Trustee's Deed executed under the powers created hereby shall be, in any action of forcible detainer, prima facic evidence of the existence of the relationship of landlord and tenant as between the purchaser and Grantors, their tenants and/or assigns.
- 17. In case of the death, inability, refusal or incapacity of the herein named Trustee to act, or at the option of any Beneficiary at any time and without cause or notice, a successor or substitute Trustee may be named, constituted and appointed. Successor or substitute Trustees may be named, constituted and appointed without procuring the resignation of the former Trustee and without other formality than the execution and acknowledgment by Beneficiary of a written instrument (which instrument, if Beneficiary is a corporation, shall be executed by the President or any Vice-President and without the necessity of any action by the Board of Directors authorizing such appointment) appointing and designating such successor or substitute Trustee, whereupon such successor or substitute Trustee shall become vested with and succeed to all of the rights, titles, privileges, powers and duties of the Trustee named herein. Such right of appointment of a substitute or successor Trustee shall exist as often and whenever for any of said causes the original or successor or substitute Trustee cannot or will not act or has been removed as herein provided.
- 18. This Deed of Trust and the Note have been executed and delivered in the State of Texas and are to be construed and enforced in accordance with the laws of the State of Texas. If any terms or provisions contained herein are in conflict with the laws of the State of Texas or would operate to invalidate this Deed of Trust, such terms and provisions shall be held for naught, but the remainder of the terms and provisions shall remain in full force and effect. Likewise, in no event and upon no contingency shall Grantors be required to pay interest on the indebtedness secured hereby in excess of the rate allowed by the laws of the State of Texas. It is the intention of the parties hereto to conform strictly to the usury laws now

in force in the State of Texas. Accordingly, notwithstanding anything contrary in the Note, this Deed of Trust or any other agreement entered into in connection herewith, it is agreed as follows: (i) the aggregate of all charges which constitute interest under the laws of the State of Texas that are contracted for, chargeable or receivable under the Note, this Deed of Trust or otherwise in connection with this loan transaction shall under no circumstances exceed the maximum amount of interest permitted by law, and any excess shall be canceled automatically and, if theretofore paid, shall, at Beneficiary's option, be either refunded to Grantors or credited on the principal amount of the Note; and (ii) determination of the rate of interest shall be made by amortizing, prorating, allocating and spreading, in equal parts during the period of the full stated term of the loan, all interest at any time contracted for, charged, or received from Grantors in connection with the loan; and (pit) in the event that the maturity of the Note is accelerated by reason of an election of Beneficiary resulting from a default under the Note, this Deed of Trust or any agreement entered in to in connection herewith, or in the event of any required or permitted prepayments, then such charges that constitute interest may never include more than the maximum amount permitted by law, and interest in excess of that permitted by law, if any, provided for in the Note, this Deed of Trust or otherwise shall be canceled automatically and, if theretofore paid, shall, at Beneficiary's option, be either refunded to Grantors or credited on the principal amount of the Note.

- 19. This instrument shall be deemed to be and may be enforced from time to time as a Deed of Trust, Chattel Mortgage, Assignment, Contract, Security Agreement, Financing Statement, or Lien on Machinery Situated on Realty, and from time to time as any one or more thereof, and shall constitute a "fixture filing" for purposes of Article 9 of the Texas Uniform Commercial Code.
- 20. If the lien created by this Deed of Trust shall be invalid or unenforecable as to any part of the indebtedness secured hereby, the unsecured portion of said indebtedness shall be completely paid and liquidated prior to the payment and liquidation of the remaining and secured portion of said indebtedness, and all payments made on said indebtedness shall be considered to have been first paid on and applied to the complete payment and liquidation of that portion of the indebtedness which is not secured by the lien of this Deed of Trust.
- 21. It is understood and agreed that the proceeds of the Note, to the extent that the same are utilized to take up any outstanding liens and charges against the premises, or any portion thereof, have been advanced by Beneficiary at Grantors' request and upon Grantors' representation that such amounts are due and payable. Beneficiary shall be subrogated to any and all rights, superior titles, liens and equities, owned or claimed by any owner or holder of said outstanding liens however remote regardless of whether said liens are acquired by assignment or are released by the holder thereof upon payment.
- Grantors agree not to convey or contract to convey the premises, in whole or in part, without first obtaining the prior written consent of Beneficiary. Beneficiary shall be under no obligation to consent to any sale or conveyance. Should Grantors, without obtaining the prior written consent of Beneficiary, convey or contract to convey the premises, in whole or in part, any Beneficiary shall have the right and option to declare the entire amount of the indebtedness secured hereby to be due and payable. Beneficiary may exercise such right and option by giving written notice to Grantors and to the Grantees to whom such premises was sold or conveyed that the entire indebtedness has been declared due and payable and domand payment thereof. Such right and option may be exercised by any Beneficiary at any time during the period of one year from the date the contract to convey or conveyance was executed and notice thereof given to Beneficiary. The failure to pay the indebtedness so declared to be due in full within forty-five (45) days after the giving of such notice shall constitute an event of default under this Deed of Trust and the Trustee hereunder shall be and is hereby authorized and empowered when requested to do so by Beneficiary after such default to sell the premises as herein provided. Should Grantors, with the prior written consent of Beneficiary convey or contract to convey the premises herein described, either Grantors or the new owner must pay to Beneficiary a reasonable and customary transfer fee that it is charging at the time of such conveyance or contract to convey for all such transfers. The payment of such fee will not affect or impair the rights and options granted to Beneficiary herein. In the event ownership of the property herein described (or any part thereof or interest therein) becomes vested in a person other than the Grantors, regardless of how the same may occur and whether with or without the written consent of Beneficiary, the Beneficiary may, without notice to the Grantors, deal with such successor or successors in interest with reference to this Deed of Trust and to the debt hereby secured in the same manner as with the Grantors without limiting or discharging the liability of Grantors under this Deed of Trust and the indebtedness secured hereby. Sale of the premises by Grantors, forbearance by Beneficiary, extensions of the time of payment of the indebtedness secured hereby or acceleration of the time of payment of the indebtedness secured hereby and the subsequent remstatement of same, shall not operate to release, discharge, modify, change or affect the original liability

of Grantors in whole or in part.

- 23. To further secure said indebtedness, Grantors hereby grant to Beneficiary a security interest in and to the premises insofar as such premises consists of fixtures, chattels and personal property as hereinabove described, subject to the provisions of the Texas Uniform Commercial Code, and to the full extent permitted thereby, including the proceeds and products of and from any and all of such personal property and fixtures. If any default occurs under the terms of the Note or this instrument, Beneficiary is and shall be entitled to all of the rights, powers and remedies afforded a Secured Party by the Texas Uniform Commercial Code with reference to the personal property and fixtures in which Beneficiary has been granted a security interest herein, or the Trustee or Beneficiary may proceed as to both the real and personal property covered hereby in accordance with the rights, powers and remedies granted under this instrument in respect of the real property covered hereby.
- 24. It is expressly agreed and understood that the exercise of any option in this Deed of Trust by the Beneficiary shall not be considered as a waiver of its right to exercise any other option provided herein and the failure or the refusal to exercise any such option shall not be considered as a waiver of the option and further that the Beneficiary shall not be guilty of waiver or estoppel by not immediately accelerating the maturity of the indebtedness upon the happening of any of the events herein set forth or upon the breach by Grantors of any covenants or agreements herein contained, but shall be entitled to accelerate said indebtedness at its option at any time after the occurrence of any such event or breach and the acceptance of payments shall in no manner be construed as a waiver or estoppel of such right to accelerate.
- 25. The covenants and agreements herein contained shall be joint and several and shall inure to the benefit of and be binding upon the respective heirs, successors, assigns, and legal representatives of the parties hereto. Whenever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.
- 26. The terms and provisions of Paragraph Eighteen (18) above pertaining to the payment of interest in strict accordance with the usury laws of the State of Texas shall include and be construed together with modifications and pre-emptions thereof by applicable Federal Laws from time to time existing.
- 27. This Deed of Trust and Security Agreement is a construction mortgage as defined in Section 9.313(a) (3) of the Texas Business and Commerce Code.
- 28. Annually throughout the term of the Note, Grantors, at Grantors' expense, agree to furnish to Beneficiary an updated appraisal on the value of the premises. Said appraisal shall be in a form acceptable to Beneficiary and shall be performed by an appraiser satisfactory to Beneficiary. Furthermore, Grantors agree that in the event an independent appraisal is required by any governmental agency, Grantors will pay the cost of such appraisal and will pay such sums and perform such acts as may be required by such agency to make the loan a conforming loan under existing governmental regulations governing the Beneficiary.
- 29. It is understood and agreed that funds to be advanced upon the Note secured hereby are to be used in accordance with a Loan agreement made by and between grantors herein and Beneficiary herein of even date herewith, which said Loan agreement is incorporated herein and made a part of this Deed of Trust. This Deed of Trust secures the payment of all sums and the performance of all covenants required of Grantors herein by said Loan Agreement, and upon the failure of Grantors herein to keep and perform all the covenants, conditions and agreements of said Loan Agreement, the principal sum and all interest and other charges provided for herein and secured hereby shall, at the option of the Beneficiary herein, become due and payable, anything herein contained to the contrary notwithstanding.
- 30. It is expressly agreed that all covenants, conditions and agreements contained in the said Loan Agreement executed in connection with the Note secured hereby are made a part of this Deed of Trust. This Deed of Trust will be considered in default upon any default or event by which under the terms of such Loan Agreement shall be an act or event of default therein.
- In consideration for Beneficiary accepting and agreeing to this Deed of Trust, the Grantors, upon demand by Beneficiary, shall deliver to Beneficiary current Financial Statements. The term "Financial Statements" shall mean such balance sheets, profit and loss statements, reconciliations of capital and surplus, changes in financial conditions, schedule of sources and applications of funds, operating statements with respect to the Grantors and the property and any other financial information which Beneficiary may require.

- 32. If, without the prior written consent of Beneficiary, which consent may be given or withheld by Beneficiary in the exercise of its sole and absolute discretion, Grantors create any lien or ensumbrance subordinate to this Deed of Trust, then Beneficiary may, at its option, declare all or part of the indebtedness immediately due and payable, and Beneficiary shall be entitled to exercise any and all remodies provided under this Deed of Trust.
- 33. On or before January 31 of each calendar year, Grantors agree to furnish to Beneficiary copies of paid tax receipts from all taxing authorities which levy real estate taxes against the premises for taxes with respect to the preceding calendar year. Notwithstanding the foregoing, in the event Grantors are unable to produce such tax receipts by January 31 of each year, Grantors may, in the alternative, furnish Beneficiary other evidence reasonably satisfactory to Beneficiary evidencing the payment of such taxes prior to their delinquency.
- 34. The indebtedness herein described and hereby secured is additionally secured by a vendor's lien retained in favor of Beneficiary herein in Deed of even date herewith to Grantor herein, which vendor's lien and this Deed of Trust secure the payment of said indebtedness of THREE HUNDRED TWENTY-FIVE THOUSAND AND NO/100 DOLLARS (\$325,000.00) and it is agreed that this Deed of Trust is cumulative of and without prejudice to said lien and title and that a foreclosure hereunder will operate to foreclose said vendor's lien, said Deed being referred to for all purposes.

EXECUTED this the 31 day of Jugust A.D., 1999.

LDL COASTAL LIMITED, L.P., a Texas limited partnership

By: LDL Management, LLC, a Texas fimited liability company, its sole general partner

By: Morris R. Linder, Manager

THE STATE OF TEXAS

COUNTY OF BALLEGIA

This instrument was acknowledged before me on the 3 day of Chique A.D., 1999, by Morris B. Linder, Manager of LDL Management, LLC, a Texas limited liability company, the sole general partner of LDL COASTAL LIMITED, L.P., a Texas limited partnership, on behalf of said company and partnership and in the capacity therein stated.

DI BBIE WIEMKEN
NOTARY PUBLIC
STATE OF TEXAS
COTAM. EXP. 1-31-1013

Notary Public in and for the State of TEXAS

Notary's Printed Name and Commission Expiration Date:

# EXHIBIT "A"

TRACT NO. 21:

TRACT NO. 21 OUT OF THE BRAZOS COAST INVESTMENT COMPANY SUBDIVISION NO. 8 IN THE P.J. CALVIT LEAGUE, ABSTRACT NO. 51, BRAZORIA COUNTY, TEXAS, AND BEING THREE SEPARATE TRACTS AND BEING ALL OF THE SAID TRACT NO. 21, LYING NORTH OF THE INTRACOASTAL CANAL AND BEING MORE PATICULARLY DESCRIBED ON EXHIBIT "A" ATTACHED.

TRACT NO. 22:

TRACT NO. 22, BRAZOS COAST INVESTMENT COMPANY SUBDIVISION, DIVISION NO. 8, F. J. CALVIT LEAGUE, ABSTRACT 51, IN BRAZORIA COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF DULY RECORDED IN THE OFFICE OF THE COUTTY CLERK OF BRAZORIA COUNTY, TEXAS, THE SAME BEING THE SAME PROPERTY CONVEYED TO GULFCO MARINE MAINTENANCE, INC. FROM B. L. TANNER BY DEED BATED THE 14TH DAY OF MAY 1970, OF RECORD IN VOLUME 1060, PAGE 535, DEED RECORDS OF BRAZORIA COUNTY, TEXAS.

TRACT NO. 23:

TRACT NO. 23 OUT OF THE BRAZOS COAST INVESTMENT COMPANY SUBDIVISION NO. 8 IN THE A. CALVIT LEAGUE, ABSTRACT NO. 51, BRAZORIA COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 2, PAGE 141 - 144 OF THE PLAT RECORDS OF BRAZORIA COUNTY, TEXAS.

TRACT NO. 24:

TRACT 24, BRAZOS COAST INVESTMENT COMPANY SUBDIVISION NO. 8, F.J. CALVIT LEAGUE, ABSTRACT 51, BRAZORIA COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF DULY RECORDED IN VOLUME 2, PAGE 141 - 144, PLAT RECORDS, BRAZORIA COUNTY, TEXAS.

TRACT NO. 25:

TRACT 25, BRAZOS COAST INVESTMENT COMPANY SUBDIVISION NO. 8, F.J. CALVIT LEAGUE, ABSTRACT 51, BRAZORIA COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF DULY RECORDED IN VOLUME 2, PAGE 141 - 144, PLAT RECORDS, BRAZORIA COUNTY, TEXAS.

TRACT NO. 55:

TRACT 55, BRAZOS COAST INVESTMENT COMPANY SUBDIVISION NO. 8, F.J. CALVIT LEAGUE, ABSTRACT 51, BRAZORIA COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF DULY RECORDED IN VOLUME 2, PAGE 141 - 144, PLAT RECORDS, BRAOZRIA COUNTY, TEXAS.

TRACT NO. 57:

TRACT 57, OUT OF DIVISION 6 OF THE B.C.I.C. SUBDIVISION, F.J. CALVIT LEAGUE, ABSTRACT 51, BRAZORIA COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEROF, RECORDED IN VOLUME 2, PAGE 143 - 144 OF THE PLAT RECORDS OF BRAZORIA COUNTY,

TRACT NO. 58:

TRACT 58, OF THE BRAZOS COAST INVESTMENT COMPANY SUBDIVISION NO. 8, IN THE F.J. CALVIT LEAGUE, ABSTRACT NO. 51, BRAZORIA COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 2, PAGE 141 - 144 OF THE PLAT RECORDS OF BRAZORIA COUNTY, TEXAS.

Tract No. 21 cut of the Brazos Coast Investment Company Subdivision No. 8, in the A. Calvit League, Amatraut No. 51, Brazeria County, Texas, and being three esparate tracks and being all of the said Tract Ro. 21, and lying North of the Intracountal Canal and being described as follows:

Seginning at an iron rod in the Fortheast line of the said Traut Ho. 21, which bears fouth 45 degrees 35 minutes East a distance of 20.0 feet from the original North corner of the said Traut Ho. 21, and being to the Southeast right-of-way line of County Hoad No. 756;

Thence south 44 degrees 16 minutes Kest a distance of 461.0 feet to a point for corner and being on the bank of the intracoastal Canel;

Thence Southwesterly along the bank of the Intraposatal Canal with the following meanders:

South 46 degrees 44 minutes West a distance of 46.11 feet; South 40 degrees 30 minutes West a distance of 132.60 feet; South 42 degrees 40 sinutes Nost a distance of 65.76 feet to a point for normer and baing in the Southwest line of the said Tract No. 21,

Thomas North 45 degrees 36 minutes Nest slong the nouthwest line of the said Tract No. 21 a distance of \$54.0 feet to an iron rod for corner and being in the southeast right-of-way line of County Road Mo. 7561

Thence North 44 degrate 34 albutas East along the Southeast right-of-way line of Downty Road No. 758 a distance of 263.7 feet to the Place of Deginning and containing 3.974 acres of land, more or lane.

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Goge Burn COUNTY CLERK BRAZORIA COUNTY TEV STATE OF TEXAS COUNTY OF BRAZOFIA (,JOYCE HUDWAN, CHEEK OF Courty, Team do hardby carthy this this histoment was P FOR RECORD and RECORDED to this OFFICIAL RECORD: Goga Hudman

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### ASSIGNMENT OF RENTS

THE STATE OF TEXAS

COUNTY OF BRAZORIA

A. LDL COASTAL LIMITED, L.P., a Texas limited partnership, whose sole general partner is LDL Management, LLC, a Texas limited limbility company ("Assignor"), by Deed of Trust and Security Agreement of even date herewith (hereinafter called "Deed of Trust"), mortgaged to HOUSTON COMMERCE BANK, a State banking association, as mortgagee ("Assignee"), the real property (the "Property") more particularly described as follows, to-wit:

All those certain tracts or parcels of land out of BRAZOS COAST INVESTMENT COMPANY SUBDIVISION NO. 8, F. J. Calvit League, Abstract 51, Brazoria County, Texas, and being more particularly described on Exhibit "A", which is attached hereto and made a part hereof for all purposes.

- B. The Deed of Trust was given to secure the payment of a promissory note of even date herewith in the amount of THREE HUNDRED TWENTY-FIVE THOUSAND AND NO/100 DOLLARS (\$325,000.00), executed by Assignor and incorporated herein by reference for all purposes.
- C. Assignor, as lessor, has entered into leases and/or may enter into leases in the future, in connection with the improvements located on the Property (the "Leases").

NOW, THEREFORE, for value received, Assignor hereby absolutely and unconditionally assigns and transfers to Assignee (1) all the rents, revenues and any other income of the Property, including those now due, or to become due by virtue of the Leases, or any other agreement for the occupancy or use of all or any part of the Property, regardless of the party to whom the rents and revenues of the Property are payable; and (2) all the Leases and any other agreements for the use or occupancy of all or any part of the Property, including any and all extensions, renewals and replacements thereof. All Leases, other agreements for use or occupancy, and all extensions, renewals and replacements thereof, and all future leases, and other agreements for use or occupancy, extensions, renewals and replacements thereof, are hereby incorporated to be included in all references to "Leases" herein.

This assignment and agreement shall be under the following terms and conditions:

- Until the Note, and all renewals and extensions thereof, are paid in full, or until the Property is released by Assignee as security for the Note, Assignor shall transfer, sell and hereby transfers, sells and assigns, unto Assignee all subsequent leases of the Property, or any part thereof.
- Assignor acknowledges that this assignment in no way affects or alters the Note and Deed of Trust. Assignor hereby agrees to make or cause to be made:
- (a) all payments of principal and interest on the Note and any amendments, extensions or renewals thereof:
- (b) payment of all other sums, with interest thereon, becoming due and payable to Assignee under the provisions of this Assignment, the Note, the Deed of Trust or in any other instrument executed by Assignor in connection with the Note; and,
- (c) punctual performance and discharge of each and every obligation, covenant and agreement contained in the Note, the Deed of Trust or in any other instrument executed by Assignor in connection with the Note.
- 3. Assignor warrants and represents that Assignor has not previously assigned the Leases or the rents and revenues of the Property, or executed any other instrument which would interfere with or in any manner prevent Assignee from obtaining the full benefits of the provisions of this Assignment.
- 4. Assignor hereby authorizes Assignee or Assignee's agents to collect the rents and revenues from the Property and hereby directs each tenant of the Leases to pay such rents and revenues to Assignee or Assignee's agents; provided, however, so long as there shall exist no default by Assignor in the payment of the Note, or in the performance of any obligation, covenant or agreement contained herein, in the Note, the Deed of Trust or in any other instrument executed by Assignor in connection with the Note, Assignor shall have the right to collect and receive as trustee for the benefit of Assignee all rents and revenues arising

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under the Leases or from the Property, and to apply the rents and revenues so collected to the sums secured by the Deed of Trust; with the balance, so long as no such default exists, to the account of Assignor, it being the intention of Assignor and Assignee that this Agreement constitutes an absolute assignment and not an assignment for additional security only, but it is an assignment intended as a pro tanto payment of the Note (upon receipt after default) and all other indebtedness secured by the lien of the Deed of Trust).

### Assignor covenants and agrees with Assignee:

- (a) not to collect any of the rent, income and profits from the Property more than one month in advance of the time that the same shall become due under the provisions of the Leases (other than for security deposits made under the Leases);
- (b) not to execute any other assignment of the rents, income or profits arising or accruing from the Leases or the Property;
- (c) to assign and transfer to the Assignee any and all other leases entered into after the date of this Agreement upon all or any part of the Property and to execute and deliver, at the request of the Assignee, all such further assignments in the premises as the Assignee shall from time to time require;
- (d) that if any act shall be done by the Assignor in breach of the foregoing, then such act shall be null and void and without force or effect unless specifically agreed to in writing by the Assignee.
- 6. Upon or at any time after default by the Assignor in the payment of the principal and interest on the Note, in the performance of any obligation, covenant or agreement contained herein, in any Lease affecting the Property, in the Note, the Deed of Trust, or in any other instrument executed by the Assignor in connection with the Note, Assignor's right to collect and receive as trustee for the benefit of Assignee all rents and revenues arising under the Leases shall terminate without notice to Assignor. Further, the Assignee may, but is not obligated or required, at its option, without notice, and without regard to the adequacy of the security for the Note, either in person or by agent, with or without bringing any action or proceeding, or by a receiver appointed by a court, take possession of the Property and hold, manage, lease and operate the same on such terms and for such period of time as Assignee may deem proper. Additionally, Assignee may demand, sue for or otherwise collect and receive all rents, income and revenues of the Property, including those past due and unpaid, without taking possession of the Property. Assignee shall also have full power to make, from time to time, all alterations, repairs or replacements to the Property as may seem proper to Assignee and to apply such rents, income and profits to the payment of:
- (a) all expenses of managing the Property, including, without limitation, the salaries, fees and wages of a managing agent and such other employees as Assignee may deem necessary or desirable, and all expenses of operating and maintaining the Property, including all taxes, charges, claims, assessments, and any other liens, and premiums for all insurance which the Assignee may deem necessary or desirable, the cost of all alterations, renovations, repairs or replacements, and all expenses incident to taking and regaining possession of the Property; and,
- (b) the principal and interest on the Note, together with all costs and attorneys' fees incurred by Assignee in enforcing Assignor's obligations hereunder, under the Note, the Deed of Trust, or in any other instrument executed by Assignor in connection with the Note, all in such order of priority as to any of the items mentioned in this paragraph as the Assignee in its sole discretion may determine.

No credit shall be given by Assignee for any sum or sums received from the rents, income and revenues of the Property until the money collected is actually received by Assignee and no credits shall be given for any uncollected rents or other uncollected amounts or bills, nor shall credit on any indebtedness secured by the lien of the Deed of Trust be given for any rents, income and revenues derived from the Property after Assignee obtains title to the Property by foreclosure, order of a court or by operation of law or otherwise. The exercise by Assignee of the option granted in this paragraph to take possession of the Property, and Assignee's collection of the rents, income and revenues and the application thereof as herein provided shall not be considered a waiver of any default by Assignor under the Note, the Deed of Trust, this Assignment or any other instrument executed by Assignor in connection with the Note.

7. Assignee shall not be liable for any loss sustained by Assignor resulting from Assignee's failure to let the Property or portions thereof after default or from any other act or omission of Assignee in managing the Property after default unless such loss is caused by the willful misconduct and bad faith of Assignee. Furthermore, it is understood that Assignee shall not be obligated to assume, perform or discharge, nor does Assignee undertake to assume, perform or discharge, any obligation, duty of liability of Assignor

under the Leases, it being agreed that Assignee shall be treated as agreeing to assume, perform or discharge such obligations, duty or liability only if:

- (a) Assignee shall, by written notice sent to the tenants named in the Leases, specifically so elect; or
- (b) Assignee shall foreclose judicially or under the Doed of Trust and take possession of the Property.

In no event shall Assignee be liable for the performance or discharge of any obligations not expressly assumed by it, or in any assignment or other transfer by Assignee of its interests in the Leases or the Property to any other party. Assignor shall, and hereby agrees to, defend (with counsel acceptable to Assignee), indemnify and hold Assignee harmless from and against any and all liability, loss, cost, damage or expenses which may be or is incurred by Assignor under the Leases or under or by reason of this Assignment and from any and all claims and demands whatsoever which may be asserted against Assignee or by reason of any alleged obligations or undertakings on the part of Assignee to perform or discharge any of the terms, covenants or agreements contained in the Leases, except such obligations or undertakings expressly assumed by Assignee. If Assignee should incur any such liability, or be subject to any such claims, all expenses incurred or expended by Assignee in connection therewith (including attorney's fees) shall be deemed secured by the Deed of Trust and Assignor shall reimburse Assignee immediately upon demand. Upon the failure of Assignor to reimburse Assignee, Assignee may, at its option, declare all sums evidenced by the Note and secured by the Deed of Trust immediately due and payable. It is further understood that this Assignment shall not operate to place responsibility upon Assignee, except as otherwise specifically provided, for the control, care, management or repair of the Property, nor for the carrying out of any of the terms and conditions of the Leases nor shall it operate to make Assignee responsible or liable for any waste committed on the Property by any tenant thereof, or any other parties, or for any dangerous or defective condition of the Property, or for any negligence in the management, upkeep, repair or control of the Property resulting in loss, injury or death to any tenant, licensee, employee or stranger.

- 8. In the event there shall have been made payment in full of the principal and interest on the Note or any other indebtedness secured by the lien of the Deed of Trust, and Assignor shall make, or cause to have been made, full performance of all of Assignor's obligations under the Deed of Trust, this Assignment, and all other instruments executed by Assignor in connection with the Note, then this Assignment shall become and be void and of no further force and effect. An affidavit, certificate, letter or statement of any officer, agent or attorney of Assignee indicating that any part of the principal or interest on the Note remains unpaid or that Assignor's obligations remain unperformed shall be conclusive evidence of the continuing validity and effectiveness of this Agreement and any person may, and is authorized to, rely thereon.
- 9. Assignor authorizes and directs the tenants named in the Leases, upon receipt from Assignee of written notice to the effect that (i) Assignee is then the holder of the Note, Deed of Trust and this Assignment, and (ii) that a default exists under any of the provisions of one or all of such instruments, to pay over to Assignee all rents, income and revenues arising or accruing under the Leases and to continue to do so until otherwise notified by Assignee. Assignor agrees that (i) any tenant or occupant of the Property shall have the right to rely upon notice by Assignee without obligation or right to inquire as to whether default actually exists; and (ii) Assignor shall have no right or claim against any such tenant or occupant for any such rents paid by any tenant or occupant to Assignee following receipt of such notice.
- Nothing contained in this Assignment and no act done or omitted by Assignee pursuant to the powers and rights granted it hereunder shall be deemed to be a waiver by Assignee of its rights and remedies under the Note, Deed of Trust or under any other instrument executed by Assignor in connection with the Note, and this Assignment is made and accepted without prejudice to any of the rights and remedies possessed by Assignee under the terms of any instrument executed by Assignor in connection with the Note. The collection and application of the rents, income and revenues from the Property to the Note, or as otherwise provided above, shall not constitute a waiver by Assignee of any default which might at the time of such application or thereafter exist under any documents executed by Assignor in connection with the Note. The Note may be accelerated in accordance with its terms, notwithstanding the application or rents, income and revenues.
- 11. In the event of foreclosure of the Doed of Trust by sale or otherwise, Assignee is authorized (i) to sell Assignor's interest in the Leases as lessor together with the Property; or (ii) to assign the same without the Property; or (iii) to assign the same without consideration to the purchaser at any such sale or to any other claimant to title to the Property by virtue of foreclosure of the lien of the Deed of Trust. There

shall be no liability to account to Assignor for any rents, revenues, income or profits accruing after the foreclosure of the Deed of Trust.

- 12. Assignor agrees to execute and deliver to Assignoe such further instruments and documents as, from time to time during the existence of this Assignment, Assignoe may reasonably require in order to perfect the interest and rights of Assignee under this Assignment.
- 13. No remedy or right conferred upon Assignee by operation of law, by this Assignment, the Note, the Deed of Trust or by any other instrument executed by Assignor in connection with the Note is intended to be, nor shall it be, inclusive of any other right or remedy, but each and every remedy or right shall be cumulative and shall be in addition to every other remedy or right conferred upon Assignor and each and every such remedy or right may be pursued by Assignee in such manner and order, together or separately, and at such times as Assignee may elect.
- 14. If any term or provision of this Assignment, or the application thereof to any person or circumstance, shall to any extent be invalid or unenforceable, the remainder of this Assignment, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this Assignment shall be valid and be enforced to the fullest extent permitted by law.
- 15. Notice provided for in this Agreement must be in writing, and shall be given or served, unless otherwise expressly provided herein, by depositing the same in the United States Mail, postpaid and certified and addressed to the party to be notified, with return receipt requested, or by delivering the same by courier or in person to such party (or, if the party or parties to be notified be incorporated, to an officer of such party), or by prepaid telegram addressed to the party to be notified. Notice deposited in the mail, postpaid and certified with return receipt requested, shall be deemed received upon deposit in a proper United States depository. Notice given in any other manner shall be effective only if and when received by the party to be notified. For the purposes of notice, the addresses of the parties and their currently designated agents for the receipt of notice hereunder are:

for Assignor: LDL COASTAL LIMITED, L.P., a Texas limited partnership

P. O. Box 24727 Houston, Texas 77229

for Assignee: HOUSTON COMMERCE BANK

P. O. Box 450559 13300 Almeda Road Houston, Texas 77045

The parties and their respective successors and assigns shall have the right from time to time, and at any time, to change their respective addresses and agents for the receipt of notice and shall have the right to specify as their respective addresses and agents any other by giving at least five (5) days' prior written notice to the other party.

DATED the 3rd day of Jugue T. A.D., 1999.

LDL COASTAL LIMITED, L.P., a Texas limited partnership

By: LDL Management, LLC, a Texas limited liability company, its sole

general partner

Morris B. Linder, Manage

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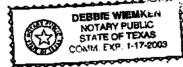
THE STATE OF TEXAS

COUNTY OF ENGLIS

This instrument was acknowledged before me on the day of day of day of A.D., 1999, by Morris B. Linder, Manager of LDL Management, LLC, a Texas limited liability company, the sole general partner of LDL COASTAL LIMITED, L.P., a Texas limited partnership, on behalf of said company and partnership and in the capacity therein stated.

Debbie Monge

Notary Public in and for the State of TEXAS



Notary's Printed Name and Commission Expiration Date:



TRACT NO. 21:

TRACT NO. 21 OUT OF THE BRAZOS COAST INVESTMENT COMPANY SUBDIVISION NO. 8 IN THE F.J. CALVIT LEAGUE, ABSTRACT NO. 51, BRAZORIA COUNTY, TEXAS, AND BEING THREE SEPARATE TRACTS AND BEING ALL OF THE SAID TRACT NO. 21, LYING MORTH OF THE INTRACOASTAL CANAL AND BEING MORE PATICULARLY DESICISED ON EXHIBIT "A" ATTACHED.

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South 48 degrees 44 minutes West a distance of 66.11 (eat; douth 80 degrees 30 minutes West a distance of 53.76 feet; South 83 degrees 40 minutes West a distance of 53.76 feet to a point for normal and being in the Southwest line of the said Tract No. 71;

Thence Morth 45 degrees 36 minutes Nest along the Southwest line of the said Truck Mo. 31 a distance of 654.0 feet to an inne rod for corner and being in the Southeast right-of-way line of County Road No. 755:

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COUNTY CLERK
BRAZORIA COUNTY TETTS

STATE OF TEXAS COUNTY OF SPAZORIA

I, JOYCE HUCKAM, Blank of the County Court in and for Brazonia Dourty, Stone die herdby early (het this Instrument was PLED POIN RECORD and RECORDED in the OPPICAL RECORD in the time and date as stamped herom by the.



Goga Hudwan

County Clark of Brazzota Co., TX



#### FINANCING STATEMENT

(Real Estate Records - Brazoria County, Texas)

Qual 3 1999

This instrument is prepared as, and is intended to be, a Financing Statement complying with the formal requisites therefor as set forth in the Texas Uniform Commercial Code - Secured transactions, and in particular Section 9.402 thereof.

 The name and address of the debtor are as follows (hereinafter referred to as "Debtor", whether one or more):

LDL COASTAL LIMITED, L.P., a Texas limited partnership

P. O. Box 24727

Houston, Texas 77229

 The name and address of the secured party is as follows (hereinafter referred to as "Secured Party", whether one or more):

HOUSTON COMMERCE BANK

P. D. Box 450559

Houston, Texas 77245-0559

Further information regarding the security interest herein evidenced may be obtained from Secured Party at the above address.

- This Financing Statement covers the following types of collateral (the "Collateral")
  - (a) Debtor's interest (whether ownership or otherwise, and whether presently existing or hereafter acquired) in all personal property, Goods, Equipment and Inventory (as those terms are defined at Sections 9.105 and 9.109 of the Texas Uniform Commercial Code Secured Transactions), which are or become attached to, installed in, or used on or in connection with those certain tracts of land described in Exhibit "A" stucked hereto and/or any and all improvements now or hereinafter situated on said land. The term "Equipment", when used herein, shall include, but not be limited to:
    - (i) all furnishings, building materials, supplies, machines, engines, boilers, dynamos, generators, motors, compressors, condensing units, furnaces, elevators, stokers, tanks, pumps, sprinklers, disposal, dishwashers, refrigerators, freezers, stoves, ovens and range hoods:
    - (ii) all wiring, pipe, doors, windows, window screens, furniture, cabinets, window shades, blinds, awnings, drapes, shelving, mantels, paneling, rugs and other floor coverings and shrubbery; and
    - (iii) all plumbing, heating, fire prevention, air conditioning, lighting, ventilating, refrigerating, cooking, laundry, water-heating, dishwasher, radio, communication, electrical and incinerating equipment and appliances.
  - (b) All future replacements and substitutions for, betterment of, and accessions and additions to said personal property, Goods, Equipment and Inventory.
  - (c) All rents, issues, profits, including deposits and other sums, as may become due Debtor as lessor under any and all leases, written or verbal, covering any portion of the land described in Exhibit "A" attached hereto or any improvements thereon.
  - (d) Any rights or awards arising out of eminent domain proceedings for the taking or for loss of value of the land described in Exhibit "A", or any and all improvements, fixtures or Equipment located thereon.
  - (e) All of Debtor's presently owned or hereafter acquired General Intangibles, as that term is defined in the Texas Uniform commercial Code - Secured Transactions and which arise out of the use and occupancy of the Equipment, Goods and Inventory, and/or the land which is described in Exhibit "A" attached hereto, or out of the

RECORDETTS MEMORANDUM

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addition of improvements, fixtures, Equipment and goods to said land, whether by construction or otherwise. As used herein, the term "General Intangibles" shall include, without limitations: all rights under construction and other written or oral contracts, all rights under bonds, all rights to income, and all rights under any leases covering the Collateral described herein.

- (f) All proceeds, including cash proceeds, insurance proceeds, instruments, chattel paper, inventory, equipment, documents, consumer goods, general intangibles, and accounts, as those terms are defined in the Texas Uniform Commercial Code Secured Transactions, and which arise out of the sale, liquidation or other transfer of, or damage to or destruction of, the above described Equipment and other Collateral described herein, or any proceeds thereof, including cash proceeds. Coverage of proceeds, however, does not authorize sale or other disposition of the Collateral without Secured Party's written consent.
- (g) Any and all accounts, chattel paper and general intangibles, and including all of Debtor's rights, titles and interest in and to all bonds, construction contracts and permanent loan commitments, if any, relating to the construction of improvements on that certain tract of land described in Exhibit "A" attached hereto.
- 4. The record owner of the above described real estate is Debtor.
- 5. This Financing Statement relates to that Deed of Trust and Security Agreement of even date, from Debtor to P. MICHAEL WELLS, TRUSTEE, covering the above described real estate and the herein described Collateral and securing that certain Promissory Note of even date therewith, and payable to the order of Secured Party in the principal amount of \$325,000.00.

"Debtor'

LDL COASTAL LIMITED, L.P., a Texas limited partnership

By: LDL Management, LLC, a Texas limited liability company, its sole general partner

Morris B. Kinder, Manager

Tract No. 21 out of the Brasse Coast Investment Company Subdivision No. 8, in the A. Calvit League, Anatraut No. 51, Brazoria County, Texas, and builty three separate tracks and being all of the eald Track Ro. 21, and lying North of the Intracounts! Canal and being described as follows:

popinning at an iron rod in the Berthaust line of the said Traut No. 2), which bears fouth 45 degrees 16 minutes East a distance of 20.0 feat from the original Nurth corner of the said Traut No. 21, and being in the Southeast right-of-way line of County Noad No. 756;

Thence Evoth 41 degrees 16 minutes East a distance of 661.0 feet to '- a point for corner and being on the bank of the Introductel Canal;

Thence touthwesterly slong the bank of the Intracoastal Canal with the following meandage:

south 48 degrees 44 sinutes Nest a distance of \$6.11 [eat] South \$0 degrees 30 minutes West a distance of 132.60 (det) South 41 degrees 40 minutes West a distance of 43.74 feet to a point for normer and being in the southwest line of the said Tract No. 21)

Theore Morth 45 degrees 36 minutes West bloom the Mouthwest iles of the weld Tract No. 21 a distance of 454.0 feet to an iron rod for corner and being in the Southeast right-of-way line of County Mond Mo. 756:

Theore North 44 degrees 34 minutes Nest along the Southeast right-of-way line of bounty Road No. 756 a distance of 263.7 feet to the P)ace of Meginning and containing 3.974 acres of land, more or less.

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L. KNYCE HILEMAN, Clark of the County Court in end for Br County, Tamps do havely sectly that the transverse reas PELED FOR RECORD and RECORDED in the OFFICIAL RECORD at the

Joyce Hudwan

County Clark of Brisseds Co., TX

### Tract No. 22

541/200

T'e surface and surface rights only in one (1) acres of the to be taken out of the Northeast corner in a square, 208 feet by 208 feet, out of our 14.46 acres tract of land, more or less, situated in the T.B. Bell League, abstract #41, conveyed to me by lirs, habel F. Roberts by deed dated Jameary, 1947 and recorded in Book 425, page 298 of the deed records of Brazoria County, Texas, which said 14.46 acres of land is described in said deed which is here referred to for all purposes. All minerals and mineral rights to said above described land have been heretofore rescribed and no part thereof is conveyed by this deed.

TO MATE And to note the above described precises, together with all and singular the rights and appurtenanc's thereto in my disc belowing unto the said Cash Brown, his heirs and assigns involve and we do hereby bind ourselves, our heirs, executors and administrators to Warrant and Forever Defend, all and singular the said premises unto the said Cash Brown, his heirs and assigns, against every person whomsever lawfully claiming, or to claim the same, or any part thereof.

WITNESS our hands this to day of the 1991.

Paul bond

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THE STATE OF TEXAS COUNTY OF BRAZORIA

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Ana P.B. Votare for bragoria contry, Texas

THE STATE OF TEXAS,

Know All Men By These Presents:

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That T. H. HOLLOWAY AND WIFE, FREE HOLLOWAY

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DOLLARS. AL BELLMGER, the receipt of mish, is in hand paid by hereby acknowledged have Granted, Sold and Conveyed, and by these presents do Grant, Sell and Convey unto the said AL BELANDER BRAZORIA of the County of . State of TRYAS tract or parcel of land situated in Brasoria County, Texas, in the vicinity of and adjoining the townsite of Velasco and more particularly described as follows: Tract Number Twenty-two (22) in subdiv: number Eight (8) of the Brazos Coast Investment Company at vision, according to the map or plat thereof on file in the rect ds for said county. Being the same property and premises conveyed to T. H. Holloway by H. E. Holloway by deed dated February 1st, 1902, recorded in Volume 114 page 127 and 128 of the deed records for said county. TO HAVE AND TO HOLD the shore described pression, by appartments thereto in anywise belonging unto the said. AL BELANGER, his heirs and sasigns forever; and wods bereby hind ourselves, our beirs, executors and administrators, to Warrant and Forever Dated all and singular the a AL BELANGER, his hatin and emigra, against every pursus whomsever invitally claiming, or OHE Woodville July .AD.1952 Witness at Request of Granter: THE STATE OF TEXAS,) REPORE ME. COUNTY OF _____ LYTER the undersigned authority Tyler T. H. Hollowny Fern Holloway s are substituted to the foregoing interstances, and administrated to the that they made us and consideration therein expressed, and the self-------Fern Hollowsy . whe of the mit T. H. Hollows ving the same fully explained to her, the, the mid-Form Holloway wholest such instrument to be but act and deed, and she duckend that she has willingly algored the same for the purposes and making this companying, and that the allel and which to extract it."

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N. A. MOONEY

CEVEN UNDER OF HAND AND SEAL OF OFFICE, THE

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NOTARY PUBLIC IN AND FOR TYLER COUNTY.

#9751 Al Belanger to Brasoria: Sounty

Instrument---R/W Dated---March 25, 1961 Filed----Aug. 15, 1961 at 8:10 a.m. Recorded in Deed Book 798 pg. 685

COUNTY OF BRAZORIA	751	
THAT I. Al Belanger.		
	_ in consideration of the sum of \$ 1.00	_and (
good and valuable considerations in hand	aid by Brazoria County, acting through the Commission	mers' C

Brasoria County. Texas in consideration of the sum of \$1.00 and other good; and valuable considerations in hand paid by Brazoria County, acting through the Commissioners' Court of said County, receipt of which is hereby acknowledged, do by these presents grant, bargain, sell and convey, subject to the reservation here:nafter made, unto Brazoria County, the free and uninterrupted use, liberty and pativilege of the passage in, along, upon and across the following lands in Brazoria County, Texas, owned by its; to-wit:

A strip of land twenty (20) feet in width extending across the Northwest end of Tracts 1, 7, 22 and 27, all in Division 8, of the Brazos Coast Investment Company Subdivision, in the P. J. Calvit League, Abstract 51, in Brazoria County, Texas, according to the recorded map or plat thereof appearing in the Office of the County Clerk of Brazoria County, Texas.

Any and all elevated utility lines to be minimm height of 20° above ground.

Provided Brascria County accepts said R.O.W. Failure to do 60 by April 1st., 1962, deletes, and words above easement and said property reverts back to grantor, Al Belanger.

The grantor herein except 3 from this easement and reserve 2 for him set f
h18 heirs and assigns, forever, all oil, gas, and other minerals, in and under the land covered by
this easement, but said grantor for himself, heirs and assigns, waive s
all right of ingress and egress to and from the surface of the land covered by this easement for the purposes
of drilling, mining, exploring or developing such minerals.
For the purpose of opening, constructing and maintaining a permanent road or State Highway in, along, 5 710.
upon and across said premises, with the right and privilege at all times of the grantee herein, his or its agents,
employes, workmen and representatives having ingress, egress, and regress in along, upon and across said 💎 🤊
premises for the purposes of making additions to, improvements on, and repairs to the said road or history,
or any part thereof.
TO HAVE AND TO HOLD unto the said Brazoria County as aforesaid for the purposes afores.
premises above described.

Before me, a No	-	for said County a	and State, on this da	y personally a	ppeared	<del></del> :	
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NO. 45,764

CORA M. BELANGER I IN THE DISTRICT COURT

VS. I OF

AL A. BELANGER I BRAZORIA COUNTY, TEXAS

On this the <u>2016</u> day of August, 1965, came on to be heard the above numbered and entitled cause when the Plaintiff appeared in person and by counsel and announced ready for trial and the Defendant appeared in person and by counsel and announced ready for trial and said cause coming on for hearing, a jury having been waived, the matters in issue of fact as well as of law being submitted to the Court for adjudication and the Court having heard the pleadings, evidence and argument of counsel finds as follows.

The Court finds that the Plaintiff Cora M. Belanger has proven the material allegations contained in her petition herein and finds that the bonds of matrimony heretofore existing between the Plaintiff Cora M. Belanger and the Defendant Al A. Belanger should be dissolved.

It is, therefore, so ORDERED, ADJUDGED and DECREED by the Court that the bonds of matrimony heretofore existing between the Plaintiff Cora M. Belanger and the Defendant Al A. Belanger be, and the same are here now cancelled, dissolved and held for naught and ordered that the Plaintiff Cora M. Belanger be, and she is hereby divorced from the Defendant Al A. Belanger.

The Court further finds that no children were born to the union of Plaintiff and Defendant and that no children were adopted by the Plaintiff and Defendant.

The Court further finds that the parties hereto have entered into an agreeable division of the community property accumulated during the marriage of Plaintiff and Defendant, subject to the approval of the Court, and that after considering said proposed settlement agreement the Court finds that same is

fair and equitable and should be made the judgment of this Court.

It is, therefore, so ORDERED, ADJUDGED and DECREED that the Plaintiff Cora M. Belanger shall have and hold henceforth the following described property as her separate estate, to-wit:

- Lots Nos. 10, 12, 13, 14 and 15, in the Shanks Subdivision at Surfside, Brazoria County, Texas.
- Lots No. 22 and 27, in the Brazos Coast Investment Company Subdivision No. 8, Brazoria County, Texas.
- 3. Tract No. 2, Brazos Coast Investment Company Subdivision No. 4, Brazoria County, Texas.
- Tract No. 44, together with acretion, in Brazos
   Coast Investment Company Subdivision No. 2,
   Brazoria County, Texas.
- Tracts Nos. 190, 212, 219 and 220, in Brazos
   Coast Investment Company Subdivision No. 1,
   Abstract No. 9, Brazoria County, Texas.
- The following described tract or parcel of land 6. out of the Belanger home place located in Tract Nos. 368 and 369, of the A. Calvit League, Brazoria County, Texas, the tract herein awarded to Plaintiff being more particularly described as follows, to-wit: BEGINNING at the point where the South line of Tract No. 368 Intersects the East right-of-way. line of State Highway 288 for the place of beginning; THENCE North along the East rightof-way line of said State Highway 288 130.8 feet to point for corner; THENCE East and parallel with the South line of Tracts No. 368 and 369 to the East line of the Belanger home place, to a point for corner, THENCE South along the East line of the Belanger home place to the South line of Tract No. 369 to a point for corner; THENCE West along the South line of said Tract No. 369 and Tract No. 368 to the Place of Beginning,

It is further ORDERED and DECREED that Plaintiff shall have the title to and possession of all improvements located on said above described tracts or parcels of land and shall further have the following personal property:

- One 1960 Mercury Station Wagon, Motor No. 0W57M524690.
- 8. All household furniture and fixtures located in the home place situated on the above described tract of land awarded to Plaintiff herein.

#### and the following other items of personal property, to-wit:

- 9. Set of blue bathroom fixtures.
- 10. Materials for repair to house, including specifically windows, doors, tar paper, etc.
- 11. Double steel sink.
- 12. Pot-bellied stove.
- 13. Gas hot water heater.
- 14. Chase lounge with mattress and pillow.
- 35 cup coffee maker.
- 16. One Ware Ever dish pan
- 17. 22 automatic rifle
- 18. Various slides.

It is further ORDERED, ADJUDGED and DECREED that the Defendant

#### Al A. Belanger shall have the following described real estate, to-wit:

- Lots No. 7 and 8, Shanks Subdivision at Surfside, Brazoria County, Texas.
- 2. Tract No. 1, Brazos Coast Investment Company Subdivision No. 8, Brazoria County, Texas.
- 3. Tract No. 17, Brazos Coast Investment Company Subdivision No. 7, Brazoria County, Texas.
- Tracts No. 3, 4 and 7, Brazos Coast Investment Company Subdivision No. 4, Brazoria County, Texas.
- Tract No. 42, Brazos Coast Investment Company Subdivision No. 2, together with acretion, Brazoria County, Texas.
- Tracts No. 187, 224, 238 and 237, Brazos Coast Investment Company Subdivision No. 1, Abstract No. 9, Brazoria County, Texas.

7. The balance of the Belanger home tract, situated in Tract No. 368 and Tract No. 369, A. Calvit League, which has not been awarded to Plaintiff.

It is further ORDERED and DECREED that Defendant shall have title to and possession of all improvements situated on said above described tracts or parcels of land herein awarded to Defendant.

It is further ORDERED and DECREED that Defendant Al A. Belanger shall have the title to all other personal property items, including all trucks and equipment in connection with the house moving business, not herein expressly awarded to the Plaintiff.

It is further ORDERED and DECREED that all notes payable to parties herein, including specifically all notes for sale of real estate heretofore made by Plaintiff and Defendant, shall be owned jointly by Plaintiff and Defendant and that all proceeds from said notes shall be deposited one-half to the credit of Cora M. Belanger and one-half to the credit of Al A. Belanger at the Brazosport Bank of Commerce, situated at Freeport, Texas.

It is further ORDERED AND DECREED that each party hereto shall execute any and all instruments necessary to carry out the conditions of this judgment.

It is further ORDERED and DECREED that all costs and expenses are adjudged against the person incurring same, for which let execution issue.

Judge Presiding

APPROVED:

Cora M. Belanger Cora M. Belanger, Plaintiff

Robert C. Koonce
Attorney for Plaintiff
P. O. Box 697

Angleton, Texas

Al-A Belance: Defended

Thad W. Davis
Attorney for Defe

Attorney for Defendant 415 West Second Street

Preeport, Texas

THE CITY OF ANGLETON, TEXAS

V6.

RUBY LEE GILES

On this the <u>3 are riey of Record of A.D. 196 5</u>, came on to be heard the matter of dismissing the above styled and numbered cause with reference to the real property described in Plaintiff's Original Petition, for the reason that all taxes, penalties, interest, and costs sued for egainst said property have been paid, and all Court Costs incurred to date as a result of the filling of this suit have been paid.

IT IS, THEREFORE, ORDERED, ADJUDGED, AND DECREED by the Court that this Tax Suit, being No. 46,096 , styled: THE CITY OF ANGLETON, TEXAS Vs., RUBY LEE GILES be dismissed as to real preperty described in Plaintiff's Original Petition.

Presiding Judge

THE CITY OF ANGLETON, TEXAS

VS.

CONNIE KENNEDY

On this the <u>Polithay of Allerthay</u>, h.D. 1965, came on to be heard the matter of dismicsing the above styled and numbered cause with reference to the real property described in Plaintiff's Original Petition, for the reason that all taxes, penalties, interest, and costs sued for against said property have been paid, and all Court Costs incurred to date as a fesult of the filing of this suit have been paid.

IT IS, THEREPORE, ORDERED, ADJUDGED, AND DECREED by the Court that this Tax Suit, being No. 46,095 , styled: THE CITY OF ANGLETON, TEXAS Vs., CONNIE KENNEDY be dismissed as to real property described in Plaintiff's Original Petition.

Presiding Judge

### 13121

THE STATE OF TEXAS I

#### KNOW ALL MEN BY THESE PRESENTS:

That I, ALA. BELANGER, a single man, of the County of Brazoria,

State of Texas, hereinafter referred to as GRANTOR, for and inconsideration of
the sum of TEN DOLLARS (\$10.00) and other good and valuable consideration
to me in hand paid by CORA M. BELANGER, a feme sole, of the County of
Brazoria, State of Texas, hereinafter referred to as GRANTEE, receipt of which
is hereby acknowledged, have SOLD, GRANTED and CONVEYED, and by these
presents do SELL, GRANT and CONVEY unto the above named GRANTEE, as her
separate property and estate, the following described real estate situated in
Brazoria County, Texas, to-wit:

TRACT NO. ONE:

Lots No. 10, 12, 13, 14 and 15, Block 1, Tract L-1, Shanks Subdivision, Division II, Abstract 51, Brazoria County, Texas.

TRACT No. TWO:

Lots No. 22 and 27, in the Brazos Coast Investment Company Subdivision No. 8, Brazoria County, Texas.

TRACT NO. THREE:

Tract No. 2, Brazos Coast Investment Company Subdivision No. 4, Brazoria County, Texas.

TRACT NO. FOUR-

Tract No. 44, together with acretion, in Brazos Coast Investment Company Subdivision No. 2, Brazoria County, Texas.

TRACT NO. FIVE:

Tracts No. 190, 212, 219 and 220, in Brazos Coast Investment Company Subdivision No. 1, Abstract No. 9, Brazoria County, Texas.

TRACT NO. SIX:

The following described tract or parcel of land out of the Belanger home place located in Tract Nos. 368 and 369, of the A. Walvit League, Brazoria County, Texas, the tract herein conveyed being more particularly described as follows, to-wit:

BEGINNING at the point where the South line of Tract No. 358 intersects the East right-of-way line of State Highway 288 for the place of beginning; THENCE North along the East right-of-way line of said State Highway 288 130.8 feet to a point for corner: THENCE East and parallel with the South line of Tracts No. 368 and 369 to the East line of the Belanger home place, to a point for corner; THENCE South along the East line of the Belanger home place to the South line of Tract No. 369 to a point for corner:

THENCE West along the South line of said Tract No. 369 and Tract No. 368 to the Place of Beginning.

This conveyance is intended to include all improvements situated on said above described tracts or parcels of land and is subject to any and all reior mineral reservations of record in the Office of the County Clerk of Brazoria County, Texas affecting said property.

TO HAVE AND TO HOLD the above described premises, together with all and singular the rights and appurtenances thereto in anywise belonging unto the above named GRANTEE, her heirs and assigns forever. And said above  $\,\cdot\,$ named GRANTOR does hereby bind himself, his heirs, executors and administrators to WARRANT and FOREVER DEFEND, all and singular the said premises unto the above named GRANTEE, her heirs and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

WITNESS MY HA ND, this 30 th day of August, 1965.

Al A. Belanger

THE STATE OF TEXAS

COUNTY OF BRAZORIA

BEFORE ME, a Notary Public in and for Brazoria County, Texas, on this day personally appeared AL A. BELANGER, a single man, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged of to me that he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HANDAND SEAL OF OFFICE, this the 30 day of

Notary Public in and for Brazoria County

Texas

FILED FOR RECORD IN O'CLOCK

SEP - 1 **1465** 

H. R. STEVENS. JR.

### 13122

THE STATE OF TEXAS I

#### KNOW ALL MEN BY THESE PRESENTS:

That I, CORA M. BELANGER, a feme sole, of the County of Brazoria, State of Texas, hereinafter referred to as GRANTOR, for and in consideration of the sum of TEN DOLLARS (\$10.00) and other good and valuable consideration to me in hand paid by ROBERT C. KOONCE, EDWARD R. GOFF and DAVID C. BONNEN, all of the County of Brazoria, State of Texas, hereinafter referred to as GRANTEES, receipt of which is hereby acknowledged, have SOLD, GRANTED and CONVEYED, and by these presents do SELL, GRANT and CONVEY unto the above named GRANTEES, as follows: Robert C. Koonce 40% interest, Edward R. Goff 40% interest and David C. Bonnen 20% interest, the following described real estate situated in Brazoria County, Texas, to-wit:

Tract Number Twenty-Two (22), Brazos Coast Investment Company Subdivision No. 8, F. G. Calvit League, Abstract No. 51, Brazoria County, Texas.

TO HAVE AND TO HOLD the above described premises, together with all and singular the rights and appurtenances thereto in anywise belonging unto the above named GRANTEES, their heirs and assigns forever. And said above named GRANTOR does hereby bind herself, her heirs, executors and administrators to WARRANT and FOREVER DEFEND, all and singular the said premises unto the above named GRANTEES, their heirs and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

WITNESS MY HAND, this 30 Hday of August, 1965.

Cora M. Belanger.

D - 71

THE STATE OF TEXAS I

BEFORE ME, a Notary Public in and for Brazoria County, Texas, on this day personally appeared CORA M. BELANGER, a feme sole, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that she executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 30 day of August, 1965.

Notary Public in and for Brazoria County, Texas

> JEANNETTE LEONARD Notary Public, in and for Brazonia County, Taxas

FILED FOR RECORD

AT 2:/5 O'CLOCK ______M

SEP - 1 **1965** 

H. R. STEVENS, JR.

Clark County Court, Brozzoria Ca., Tex.
BY ______DEPUTY

SEP-1-65

57733

ca

13123

VOL 277 PAGE 567

TEXAS STANDARD FORM

# The State of Texas, County of Brazoria

### Know All Men by These Presents:

That We, ROBERT C. KOONCE, EDWARD R. GOFF and DAVID C. BONNEN

of Brazoría County, Texas, hereinafter styled parties of the first part, (and considered in the plural sense whether one or more) in consideration of the sum of One Dollar in hand paid to the parties of the first part, by James F. Crews Trustee, party of the second part, of Brazoria

County, Texas, the receipt whereof is hereby acknowledged, and of the further consideration, uses, purposes and trusts herein set forth and declared, have Granted, Bargained, Sold, Aliened, Conveyed and Confirmed, and by these presents do Grant. Bargain, Sell, Alien, Convey and Confirm, unto the said party of the second part, and also to the Substitute Trustee, as hereinafter provided, all of the following described property, lying and situated in the County of

Brazoria

, in the State of Texas, to-wit:

Tract No. 22, Brazos Coast Investment Company Subdivision, Section No. 8, F. J. Calvit League, Abstract No. 51, Brazoria County, Texas

# © DEED OF TRUST ;

That, Whereas, the said parties of the first part are justly indebted to

American Savings and Loan Association of Lake Jackson
party of the third part herein, as evidenced by One certain promissory note — executed by the said
parties of the first part and payable to the order of the said party of the third part, and being further described as
follows, to-wit:

Note dated September 1, 1965, in the principal amount of Seven Thousand Five Hundred Dollars (\$7,500.00), bearing interest at the rate of seven per cent (7%) per annum, principal of said note payable in ten (10) semi-annual installments of Seven Hundred Fifty Dollars (\$750.00) each, the first installment due and payable on or before the 1st day of March, 1966 and a like installment due and payable on or before the 1st day of September, 1966 with a like installment due and payable on or before the 1st day of March and the 1st day of September of each year thereafter until said note is fully paid, with interest payable semi-annually, in addition to and simultaneously with principal payment.

Now, should the said parties of the first part make prompt payment of said indebtedness, and shall pay, or cause to be paid, all other indebtedness secured by this conveyance, both principal and interest, as the same shall become due and payable, and strictly compty with all the conditions and requirements herein provided, then this conveyance shall become null and void and of no further force or effect, and shall be released at the cost and expense of said parties of the first part. But should the said parties of the first part make default in the punctual payment of said indebtedness, or any part thereof, prancipal or interest, as the same shall become due and payable, or should said parties of the first part in any respect fail to keep and perform any one or more of the conditions berein provided to be kept and performed by said parties of the first part, then, and in any such case, the whole amount of said indebtedness remaining shall, at the option of the holder of s: Indebtedness, immediately mature and become payable, and it shall thereupou, or at any time thereafter, the same, or any part thereof, remaining unpaid, be the duty of the said parties of the second part berein, and of his successor or substitute, as hereinafter provided, on the request of the incider of said indebtedness thereof (which request is hereby presumed) to enforce this Trust; and after advertising the time, place and terms of the said of all of the above conveyed and described property, or any part thereof (the privilege of selling in whole or in part being hereby granted) for at least twenty-one days successively next before the day of sale, by posting up written or printed notices thereof at three public places in the County in which said real estate is situated, one of which shall be at the Court House Ot the County in which said property is situated, on the first Tuesday in any month between the hours of the Court house Ot the County in which said property is situated, on the first Tuesday in any month between the hours of the

In case of absence, death, inability, refusal or failure of the Trustee herein named to act, a successor and substitute may be named, constituted and appointed by the holder of said indebtedness, without other formality than an appointment and designation in writing; and this conveyance shall vest in him, as Trustee, the estate and title in all said premises and he shall thereupon hold, possess and execute all the title, rights, powers and duties herein conferred on said Trustee France, and his conveyance to the purchaser shall be equally valid and effective; and such right to appoint a successor or absolution Trustee shall exist as often and whenever from any of said causes, any Trustee, original or substitute, cannot ar will not set.

It is agreed and stipulated that the parties of the first part herein shall and will at their own proper cost and expense, keep the property and premises herein described, and upon which a lien is hereby given and created, in good repair and condition, and pay and discharge as they are or may become payable, all and every taxes and assessments that are or may become payable thereon under any law, ordinance or regulation, whether made by Federal, State or Municipal authority, and shall keep said property fully insured in some company or companies approved by the holder of said indebtedness, to whom the loss, if any, shall be payable, and by whom the policies shall be kept. And in case of default made by the parties of the first part in performance of any of the foregoing stipulations, the same may be performed by the holder of said indebtedness, for account and at the expense of the parties of the first part, and any and all expense incurred and paid in so doing shall be payable by the parties of the first part to the party of the third part with interest at the rate of ten per cent per annum from the date when the same was so incurred or paid, and shall stand secured and payable by and under this deed in like manner with the other indebtedness herein mentioned, and the amount and nature of such expense and time when paid shall be held fully established by the affidavit of the holder of said indebtedness, or the holder's agent, or by the certificate of any Trustee acting hereunder. Provided, however, that the exercise of the right of advancement shall in nowise be considered or constitute a waiver of the right of the holder of said indebtedness to declare same, and all other indebtedness hereunder to be at once due and payable.

It is further agreed and stipulated that the security herein and hereby provided shall not affect, nor be affected by, any other or further security taken or to be taken for the same indebtedness, or any part thereof; and the said parties of the first part hereby declare that the property hereinbefore mentioned and conveyed to say party of the second part forms no part of any property by them owned, used, occupied or claimed as their homestead or as exempt from forced sale under the laws of the State of Texas, and disclaim and renounce all and every claim thereto under any such law or laws.

Clark County Count, Brozonia Ca., Tex. BY DEPUTY

# VOL 920 PAGE 561

13909

#### CORRECTION DEED

THE STATE OF TEXAS I

COUNTY OF BRAZORIA X

#### KNOW ALL MEN BY THESE PRESENTS:

That I, AL A. BELANGER, a single man, of the County of Brazoria, State of Texas, hereinafter referred to as GRANTOR, for and in consideration of the sum of TEN DOLLARS (\$10.00) and other good and valuable consideration to me in hand paid by CORA M. BELANGER, a feme sole, of the County of Brazoria, State of Texas, hereinafter referred to as GRANTEE, receipt of which is hereby acknowledged, have SOLD, GRANTED and CONVEYED, and by these presents do SELL, GRANT and CONVEY unto the above named GRANTEE, as her separate property and estate, the following described real estate situated in Brazoria County, Texas, to-wit:

#### TRACT NO. ONE:

Lots No. 10, 12, 13, 14 and 15 of Block 1 of the G. D. Shanks Addition of Blocks 1 and 2 to the town of Surfside, in the F. J. Calvit League, Brazoria County, Texas, according to Plat in Volume 5, Page 5 of the Plat Records of Brazoria County, Texas.

#### TRACT NO. TWO:

Lots No. 22 and 27, in the Brazos Coast Investment Company Subdivision No. 8, Brazoria County, Texas.

#### TRACT NO. THREE:

Tract No. 2, Brazos Coast Investment Company Subdivision No. 4, Brazoria County, Texas.

#### TRACT NO. FOUR:

Tract No. 44, together with acretion, in Brazos Coast Investment Company Subdivision No. 2, Brazoria County, Texas.

#### TRACT NO. FIVE:

Tracts No. 190, 212, 219 and 220, in Brazos Coast Investment Company Subdivision No. 1, Abstract No. 9, Brazoria County, Texas.

#### TRACT NO SIX:

The following described tract or parcel of land out of the Belanger home place located in Tract Nos. 368 and 369, of the A. Calvit League, Brazoria County, Texas, the tract herein conveyed being more particularly described as follows, to-wit:

## VOL 920 PAGE 562

BEGINNING at the point where the South line of Tract No. 368 intersects the East right-of-way line of State Highway 288 for the place of beginning:
THENCE North along the East right-of-way line of said State Highway 288 127.5 feet to a point for corner;
THENCE East and parallel with the South line of Tracts No. 368 and 369 to the East line of the Belanger home place, to a point for corner;
THENCE South along the East line of the Belanger home place to the South line of Tract No. 369 to a point for corner;
THENCE West along the South line of said Tract No. 369 and Tract No. 368 to the Place of Beginning.

This conveyance is intended to include all improvements situated on said above described tracts or parcels of land and is subject to any and all prior mineral reservations of record in the Office of the County Clerk of Brazoria County, Texas affecting said property.

TO HAVE AND TO HOLD the above described premises, together with all and singular the rights and appurtenances thereto in anywise belonging unto the above named GRANTEE, her heirs and assigns forever. And said above named GRANTOR does hereby bind himself, his heirs, executors and administrators to WARRANT and FOREVER DEFEND, all and singular the said premises unto the above named GRANTEE, her heirs and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

This deed is made in place of and as a correction of deed made by the undersigned to Cora M. Belanger, a feme sole, dated August 30, 1965, recorded in Volume 919, at Page 316 of the Deed Records of Brazoria County, Texas: in said deed, by error or mistake, the description of the property sought to be conveyed was incorrectly set out and should have been as herein given, and this instrument is executed by the undersigned in order to correct said error.

WITNESS MY HAND, this 16 day of September, 1965.

Al A. Belanger

# VOL 920 PAGE 563

THE STATE OF TEXAS I

BEFORE ME, a Notary Public in and for Brazoria County, Texas, on this day personally appeared AL A. BELANGER, a single man, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the day of

September, 1965.

Notary Public in and for Brazoria County,

Texas

FILED FOR RECORD

AT //: 200'CLOCK A. M

SEP 17 1965

H. R. STEVENS, JR.

Clerk County Court, Brazonia Co., Tex

RY D. DONAL DEPUTY

DEED

THE STATE OF TEXAS

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COUNTY OF BRAZORIA I

VOL 967 PACE 427

#### KNOW ALL MEN BY THESE PRESENTS:

That we, EDWARD R. GOFF and DAVID C. BONNEN, both of Brazoria County, Texas, hereinafter called GRANTORS, for and in consideration of the sum of TEN DOLLARS (\$10.00) and other good and valuable consideration, cash in hand paid by ROBERT C. KOONCE, of Brazoria County, Texas, hereinafter called GRANTEE, the receipt of which is hereby acknowledged, have GRANTED, SOLD and CONVEYED, and by these presents do GRANT, SELL and CONVEY unto the said GRANTEE the following described real estate lying and being situated in Brazoria County, Texas, to-wit:

Tract No. 22, Brazos Coast Investment Company Subdivision, Section No. 8, F. J. Calvit League, Abstract No. 51, Brazoria County, Texas.

TO HAVE AND TO HOLD the above described premises, together with all and singular the rights and appurtenances thereto in anywise belonging unto the above named GRANTEE, his heirs and assigns forever, and we do hereby bind ourselves, our heirs, executors and administrators to WARRANT and FOREVER DEFEND, all and singular the said premises unto the above named GRANTEE, his heirs and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

WITNESS OUR HANDS, this the

day of April, 1967.

Edward R. Goff

David C. Bonnen

THE STATE OF TEXAS

VOL 967 PAGE 428

COUNTY OF BRAZORIA

BEFORE ME, a Notary Public in and for Brazoria County, Texas, on this day personally appeared EDWARD R. GOFF known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 19 day of April, 1967.

Notary Public in and for Prazoria

County, Texas

ERMA Thompson

THE STATE OF TEXAS

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COUNTY OF BRAZORIA

BEFORE ME, a Notary Public in and for Brazoria County, Texas, on this day personally appeared DAVID C. BONNEN known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the ______ day of April, 1967

Notary Public in and for Brazoria

County, Texas

ERMA Thompson

ATABLEO FOR RECORD

ATABLEO O'CLOCK A. M

APR 20 1967

H. R. STEVENS, JR.

Clerk County Count, Lycardie Co., Text

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TEXAS STANDARD FORM

176-DEED OF TRUST

### The State of Texas,

County of BRAZORIA

Know All Men by These Presents:

That I, ROBERT C. KOONCE.

of Brazoria County, Texas, bereinafter styled parties of the first part, (and considered in the plural sense whether one or more) in consideration of the sum of One Dollar in hand paid to the parties of the first part, by G. E. WALLER, Trustee, party of the second part, of

Connty, Tems, the receipt whereof is hereby acknowledged, and of the further consideration, uses, purposes and trusts herein set forth and declared, have Granted, Bargained, Sold, Aliened, Conveyed and Confirmed, and by these presents do Grant, Bargain, Sell, Alien, Convey and Confirm unto the said party of the second part, and also to the Substitute Trustee, as hereinafter provided, all of the following described property, lying and situated in the County of

Brazoria , in the State of Texas, to-wit:

Tract No. 22, Brazos Coast Investment Company Subdivision, Section No. 8, F. J. Calvit League, Abstract No. 51, Brazoria County, Texas,

together with all improvements thereon, or hereafter to be placed thereon, and all and singular the rights and appurtenances to the same belonging or in anywise incident or appertaining.

TO HAVE AND TO HOLD unto the said party of the second part, and to his successors and his and their assigns forever, hereby covenanting and agreeing to Forever Warrant and Defend the premises aforesaid, and every part thereof, unto the said Trustee and to the Substitute Trustee, and to the assigns of any Trustee hereunder, against all persons whomsoever lawfully claiming or to claim the same or any part thereof for and upon the following trusts, terms and conditions, to-wit:

## DEED OF TRUST

That, Whereas, the said parties of the first part are justly indebted to Angleton Bank of Commerce

party of the third part herein, as evidenced by OHS certain promissory note executed by the said parties of the first part and payable to the order of the said party of the third part, and being further described as follows, to-wit:

Note, of even date herewith, in the principal amount of Nineteen Thousand Dollars (\$19,000.00), bearing interest from date at the rate of seven and one-half per cent (7-1/2%) per annum, said note payable on or before one (1) year after date.

Now, should the said parties of the first part make prompt payment of said indebtedness, and shall pay, or cause to be paid, all other indebtedness secured by this conveyance, both principal and interest, as the same shall become due and payable, and strictly comply with all the conditions and requirements herein provided, then this conveyance shall become null and void and of no further force or effect, and shall be released at the cost and expense of said parties of the first part. But should the said parties of the first part make default in the punctual payment of said indebtedness, or any part thereof, principal or interest, as the same shall become due and payable, or should said parties of the first part in any respect fail to keep and perform any one or more of the conditions herein provided to be kept and performed by said parties of the first part, then, in any such case, the whole amount of said indebtedness remaining shall, at the option of the holder of said indebtedness, immediately mature and become payable, and it shall thereupon, or at any time thereafter, the same, or any part thereof, remaining unpaid, be the duty of the said party of the second part herein, and of his successor or substitute, as hereinafter provided, on the request of the holder of said indebtedness thereof (which request is hereby presumed) to enforce this Trust; and siter advertising the time, place and terms of the sale of all of the above conveyed and described property, or any part thereof (the privilege of selling in whole or in part being hereby granted) for at least twenty-one days successively next before the day of sale, by posting up written or pripted notices thereof at three public places in the County in which said real entre is situated, one of which shall be at the Court House of the County, to sell the same, in accordance with such advertisement, at public auction, in front of the Court House of the County in which said property is situated, on the first Tuesday in any month between the hours of teo Clock A.

In case of shaence, death, inability, refusal or failure of the Trustee herein named to act, a successor and substitute may be named, constituted and appointed by the holder of said indebtedness, without other formality than an appointment and designation in writing; and this conveyance shall vest in him as Trustee, the estate and title in all said premises and he shall therupon hold, possess and execute all the title, rights, powers and duties herein conferred on said Trustee named, and his conveyance to the purchaser shall be equally valid and effective; and such right to appoint a successor or Substitute Trustee shall exist as often and whenever from any of said causes, any Trustee, original or substitute, cannot or will not set.

It is agreed and stipulated that the parties of the first part herein shall and will at their own proper cost and expense, keep the property and premises herein described, and upon which a lien is hereby given and created, in good repair and condition, and to pay and discharge as they are or may become payable, all and every taxes and assessments that are or may become payable thereon under any law, ordinance or regulation, whether made by Federal, State, or Municipal authority, and shall keep said property fully insured in some company or companies approved by the holder of said indebtedness, to whom the loss if any, shall be payable, and by whom the policies shall be kept. And in case of default made by the parties of the first part in performance of any of the foregoing stipulations, the same may be performed by the holder of said indebtedness, for account and at the expense of the parties of the first part, and any and all expenses incurred and paid in so doing shall be payable by the parties of the first part to the party of the third part with interest at the rate of ten per cent per annum from the date when the same was so incurred or paid, and shall stand ascured and payable by and under this deed in like manner with the other indebtedness herein mentioned, and the amount and nature of such expense and time when paid shall be held fully established by the affidavit of the holder of said indebtedness, or the holder's agent, or by the certificate of any Trustee acting hereunder. Provided, however, that the exercise of the right of advancement shall in nowise be considered or constitute a waiver of the right of the holder of said indebtedness to declare same, and all other indebtedness hereunder to be at once due and payable.

It is further agreed and stipulated that the security herein and hereby provided shall not affect, nor be affected by, any other or further security taken or to be taken for the same indebtedness, or any part thereof; and the said parties of the first part hereby declare that the property bereinbefore mentioned and conveyed to said party of the second part forms no part of any property by them owned, used, occupied or claimed as their homestead or as exempt from forced sale under the laws of the State of Texas, and disclaim and renonnce all and every claim thereto under any such law or laws.

## VOL 304 PAGE 504

	19th	day of A	pril	. 1967.
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... DEED OF TRUST val 304 mgs 593

THE STATE OF TEXAS

COUNTY OF BRAZORIA

KNOW ALL MEN BY THESE PRESENTS:

That AMERICAN SAVINGS AND LOAN ASSOCIATION, a corporation, acting herein by and through its duly authorized officers, of Brazoria County, Texas, the legal owner and holder of that certain deed of trust promissory note in the principal sum of Seven Thousand Five Hundred Dollars (\$7,500.00) described in and secured by deed of trust of Robert C. Koonce, Edward R. Goff and David C. Bonnen, to James F. Crews, Trustee, dated September 1, 1965, recorded in the Office of the County Clerk of Brazoria County, Texas under Clerk's File No. 13123, does hereby acknowledge payment in full of said note and release unto the makers of said note the property described in the above mentioned Deed of Trust, towit:

> Tract No. 22, Brazos Coast Investment Company Subdivision, Section No. 8, F. J. Calvit League, Abstract No. 51, Brazoria County, Texas,

free from all liens granted, renewed or extended in the above mentioned Deed of Trust to secure the payment of said note.

DATED this the ZO day of April, 1967.

AMERICAN SAVINGS AND LOAN

**ASSOCIATION** 

# DEED OF TRUST VOL 304 PAGE 594

THE STATE OF TEXAS

[ COUNTY OF BRAZORIA ]

BEFORE ME, a Notary Public in and for Brazoria County, Texas, on this day personally appeared James F.CREWS known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same as President Derot of American Savings and Loan Association for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the ZOTH day of April, 1967.

DEAZOR AND SOME

Notary Public in and for Brazoria
County, Texas

FILED FOR RECORD

AT 3/1/20'CLOCK / M

APR 24 1967

H. R. STEVENS, JR.
Clerk County Court, Brozzorian Co.; Tea

w.1030 mic6

STATE OF TEXAS

COUNTY OF BRAZORIA

11000

#### KNOW ALL MEN BY THESE PRESENTS:

THAT 1, ROBERT C. KOONCE, of Brazoria County, Texas, for and in consideration of the cum of Ten Dollars (\$10.00) cash and other good and valuable consideration paid to me by A. B. Williamson, of Brazoria County, Texas, the receipt of which is hereby acknowledged and confessed, have GRANTED, SOLD AND CONVEYED, and by these presents do GRANT, SELL AND CONVEY unto the said A. B. WILLIAMSON, the following described tract or parcel of land situated in Brazoria County, Texas, to-wit:

Tract No. 22. Brazos Coast Investment Company Subdivision, Section No. 8, in the F. J. Calvit League, Abstract No. 51, Brazoria County, Texas.

TO HAVE AND TO HOLD the above described premises, together with all and singular the rights and appurtenances thereto in anywise belonging unto the said A. B. WILLIAMSON, his heirs, executors and administrators. And I do hereby bind myself, my heirs and executors and administrators to WARRANT AND FOREVER DEFEND all an singular the said premises unto the said A. B. WILLIAMSON, his heirs, executors and administrators, against every person whomsoever lawfully claiming or to claim the same, or any part thereof.

EXECUTED this ____ 8 day of April, 1969.

Robert C. Koonce

STATE OF TEXAS

COUNTY OF BRAZORIA

BEFORE ME, a Notary Public in and for Brazoria County, Texas, on this day personally appeared ROBEPT C. KOONCE, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the ANT day of

Notary Public in and for Brazoria County, Texas.

Patricia A. Hopkins

FILED FOR RECORD

MAY 2 1969

CLERE TOURTH TOURT, BRAZORIA CO. TEXAS

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#### RELEASE OF LIEN

THE STATE OF TEXAS	)
COUNTY OF BRAZORIA	NOW ALL MEN BY THESE PRESENTS:
THAT the undersigned, of the County of	Brazoria , and State of Texas,
the legal and equitable owner and holder of of Nineteen Thousand Dollars and N dated April 19, 1967 , executed	o.'100 Dollars (\$19,000.00 )
payable to the order of Angleton Bank of	Commerce
more fully described in a Deed of Trust	, duly recorded in Vol.
page of the Deed of Trust said note being secured by Deed of	Records of Brazoria County, Texas:
against the following described property, to-w	rit:

Tract No. 22, Brazos Coast Investment Company Subdivision, Section No. 8, in the F. J. Calvit League, Abstract No. 51, Brazoria County, Texas.

for and in consideration of the full and final payment of said note—, the receipt of which is hereby arknowledged, have released and discharged, and by these presents do hereby release and discharge, the above described property from all liens held by the undersigned securing said note—.

EXECUTED this the

day of

. A. D. 19 69

ANGLETON BANK OF COMMERC

By For Knipp.

Cashier - Cashier

D - 78

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. VOL 342 MGE 707

Foy L. Knipp

Give	n under my hand s	and seal of office on this the	30th day of	April	. 69 مم ۱۵ م.
	ny colony	<b>X</b> .	Notary Public is as Nellie Ruth	od for Brazori Warden	County, Tonas
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be	executed the same	a. whose name			, A. D. 18
			Notary Public in an	đ fer	County, Texas
	608 A	8694 Eog hhs6	C 69-51-YAN		•
RELEASE OF LIEN	5			PREPARED IN THE LAW OFFICE OF:	CHARGE TO:  WESTERNSFURN PSTLE CONPANY P. O. BOX 901 ANGLETON, TRIAS HESTURN TO:
2		(Corpora	de askanviolgment)		
		A 1 Y			
THE S	TATE OF TEXAS TOP	}			
ראנוסס	T OF	dgmed authority, on this day pe	inesergy, whiteward	, ,	•
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DEED OF TRUST

### DEED OF TRUST VOL 357 MICE 478

#### LIEN NOTE

s 24, 500.00

Freeport Texas

FOR VALUE RECEIVED, I, we or either of us, promise to pay to The First Freeport National Bank or order, at Freeport, Texas the sum of  $\$\,^34,500.00$ , with interest thereon from date until maturity at the rate of  $8^{-1/2}$  % per annum, both principal and interest payable at Freeport, Texas.

THE INTEREST ON THIS NOTE is payable on or before October R., 1970 and all past due interest and principal shall bear interest from maturity at the rate of 10% per annum.

THIS NOTE, together with all interest due thereon, is due and payable as follows:

The payment of this note is secured by the vendor's lien reserved in the deed of even date herewith from A. B. Williamson to B. L. Tanner, conveying Tract 22, Brazos Coast investment Company Subdivision #8, F. J. Calvit League, Abstract 51, Brazoria Courty, Texas.

THE PAYMENT OF THIS NOTE is further secured by a deed of trust of even date herewith.

IF THIS NOTE IS PLACED in the hands of an attorney for collection, or is collected by law or through any proceeding in court, either before or after maturity, then in any of said events, an additional ten per cent on the principal and interest remaining due hereon shall be added and collected as attorney or collection fees.

IT IS AGREED that failure to pay any installment of principal or interest on this note, when due, shell, at the option of the holder hereof, without notice, mature the whole of this note and the holder is authorized to immediately institute proceedings for foreclosure and collection.

THE MAKERS, signers and endorsers of this note severally waive demand, presentment, notice of dishonor, diligence in collection, protest and notice of protest, and agree to all extensions of time and partial payments before or after maturity without prejudice to the holders.

B. L. Tanner

at the rate of ---- per centum per annum; said principal and interest payable

### as it accruss at the office of -

It is agreed that if default be made in the payment of any principal or interest on said note, or in the performance of the covenants or agreements herein contained, or any of them, then at the option of the legal holder of said note, the whole of the principal debt herein secured shall become due and payable, and may be collected by suit or by proceedings hereunder; and it is further agreed that if said indebtedness is not paid when due, and is placed in the hands of an attorney for collection, or if collected through the Probate Court, a reasonable amount shall be added thereto as attorney's fees.

It is also agreed that this Deed of Trust covers any and all renewals of the above described indebtedness.

NOW, THEREFORE, if the said indebtedness be paid, both principal and interest, as the same becomes due and payable, and if the covenants and agreements herein contained be kept and performed, then, and in that case only, this conveyance shall become null and void, and the property herein conveyed shall become wholly clear of said debt, and these presents released in due form at the Grantor's cost, otherwise to remain in full force and effect; but if default shall be made in the payment of said note, or any installment of interest thereon, when the same shall become due or in case of the breach of any of the agreements or covenants herein mentioned, then at the request of the legal holder of said note, the said Trustee, or his successors appointed hereunder, is hereby authorized and empowered to sell

the land hereby conveyed, at public auction, to the highest bidder for cash, at the Court House door of

THE UNDERSIGNED FURTHER COVENANT with said Trustee that he will at all times, during the continuance of this trust, keep the buildings and improvements now on, or bereafter to be erected

IT IS FURTHER AGREED that, in the event of a foreclosure under the power granted hereby, the owner in possession of said property, or any one claiming under him and in possession as tenant or otherwise, shall thereupon become the tenant at will of the purchaser at such foreclosure sale, and should such tenant refuse to surrender possession of said property upon demand the purchaser shall thereupon be entitled to institute and maintain the statutory action of forcible entry and detainer, and procure a writ of possession thereunder.

IT IS FURTHER AGREED that in the case of the u.th, resignation, removal or absence of said Trustee from the County of <u>Brazoria</u>, Tems, or his refusal or failure or inability to act, then the holder of said note, or any part thereof, shall be and be is hereby authorized to appoint a substitute in writing, who shall thereupon succeed to all the estate, rights, powers and trusts granted to the Trustee berein named.

IT IS SPECIALLY AGREED that when, as and if any accelerated maturity of any items secured by this instrument may be declared due under any term of this or any other paper evidencing the dent or any part thereof, that the maximum amount that can be collected for or on account of the debt shall be the principal amount thereof and interest accrued to the date of payment at not to exceed ten per cent, per annum. That if any possible construction of any and all of the papers may seem to indicate any possibility of a different power given to the creditor or any authority to ask for, demand, or receive any larger rate of interest the parties covenant that same is a mistake in calculation or wording which this clause is intended to override and control.

IT IS SPECIALLY AGREED that in case of any sale hereunder, all prerequicites to said sale shall be presumed to have been performed, and that in any conveyance given hereunder all statements of facts, or other recitals therein made, as to the non-payment of money secured, or as to the breach or non-performance of any of the covenants herein set forth, or as to the request of the Trustee to enforce this Trust, or as to the proper and due appointment of any substitute Trustee, or as to the advertisement of sale, or time or place or manner of sale, or as to any other preliminary act or thing, shall be taken in all courts of law or equity as prima facie evidence that the facts so stated or recited are true.

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WITNESS my tand this S	'A day of General , A.D. 19 70.
	DE James
	B. L. Tanner
	,
THE STATE OF TEXAS,	
· }	BEFORE ME, the undersigned authority,
COUNTY OF Brazoria	<b></b>
in and for said County, Texas, on the day personally appeared	B. L. Tanner
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known to me to be the person whose name	2subscribed to the foregoing instrument, and acknowledged to me that
	saideration therein expressed.
GIVEN UNDER MY HAND AND SEAL OF OF	FICE This day of Carel AD 19 70
(L.S.)	FICE This 8 day of CPSY AD 19 70
	Notary Public Brazonia County, Texas
	IN 1: 648
HAVE TO COM	My Commission Expires June
THE STATE OF TEXAS,)	
· · · · · · · · · · · · · · · · · · ·	BEFORE ME, the undersigned authority.
COUNTY OF	
in and for said County, Texas, on the day personally appe	элд
	wife of
known to me to be the person who-e name is subscribe	ed to the foregoing instrument, and having been examined by me privily and
apart from her husband, and having the same fully explain	iced to ber, she the said
	acknowledged such Instrument to be her art and deed, and
	the purposes and consideration therein expressed, and that she did not wish
IO MURCU II  CIVEN UNDER MY WAND AND SEAT OF OR	FICE, This day of
led for Regard at R: 01 o'c. xxk a. M.	
by 14 1970H. R. Stevens, Ir.,	
lerk County Court, Brazzria County,	Notary Public,County, Texas
Toron - By 77 Pallus Deputy	My Commission Expires June
THE STATE OF TEXAS,	DEPART AT the understand authority
COUNTY OF	BEFORE ME, the undersigned authority,
in and for said County, Texas, on this day perionally appe	
	one ere subscribed to the foregoing instrument and advantabled to me that
they each executed the same for the response and consider	es ere subscribed to the foregoing instrument, and acknowledged to me that
	reston therein expressed, and the said.
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THE STATE OF TEXAS

COUNTY OF BRAZORIA

KNOW ALL MEN BY THESE PRESENTS, that A. B. Williamson, hereinafter called Grantors of BRAZORIACounty, Texas, for the consideration of the sum of Ten (\$10.00) Dollars cash and other good and valuable consideration, in hand paid by B. L. Tanner, hereinafter called Grantees, of Brazonia County, Texas, the receipt of which is hereby acknowledged, and the advancement of the sum of Twenty-Four Thousand Five Hundred and no/100 (\$24, 500.00) Doulars to us in hand paid by The First Freeport National Bank, Freeport, Texas, at the special instance and request of Grantees herein, and as evidence of such advancement Grantees have executed and delivered one certain promissory note of even date herewith, in said above amount, payable at Grantors' request, to the order of The First Freeport National Bank, Freeport, Brazoria County, Texas, with interest thereon from the date at the rate therein provided, said note being payable on or before the Bray of October, 1970, said note containing the usual acceleration of maturity and attorney's fee clause; said note being further secured by a deed of trust of even date herewith conveying the hereinafter described property to D. V. Collins, Trustee, Freeport, Brazoria County, Texas, special reference to saich is here made for all purposes.

HAVE GRANTED, SOLD AND CONVEYED, and by these presents do
GRANT, SELL AND CONVEY unto said Grantees, all that certain lot, tract or
parcel of land, together with all improvements situated in Brazoria County, Texas,
and described as follows:

Tract 22, Brazos Coast Investment Company Subdivision #8, F. J. Calvit League, Abstract 51, Brazoria County, Texas, according to the map or plat thereof duly recorded in the office of the County Clerk of Brazoria County, Texas, reference to which is here made for all purposes.

TO HAVE AND TO HOLD the above described premises, together with all and singular the rights and appurtenances thereto in anywise belonging unto said Grantees, their heirs or assigns, forever. And we do hereby bind ourselves, our heirs, executors, and administrators to WARRANT AND FOREVER DEFEND all and singular the said premises unto the said Grantees, their heirs or assigns, against every person whomsoever, lawfully claiming or to claim the same, or any part thereof.

BUT IT IS EXPRESSLY AGREED that the vendor's lien is hereby retained against the above described premises and improvements until the indebtedness above mentioned, as evidenced by said promissory note, both principal and interest, is fully paid, and, for value received from The First Freeport National Bank, Freeport, Texas, who has on this day paid to us the full principal amount of said note, we, the Grantors herein, do hereby grant, sell, convey and assign, without recourse on us, unto the said The First Freeport National Bank, Freeport, Texas, its successors or assigns, the said vendor's lien hereby retained, together with the superior right, equities and title which we have in and to the real property hereby conveyed, as security for the payment of said note, it being understood that when the said note is paid in full this deed shall thereupon become absolute.

Taxes for the current year have been paid prorated to date and payment thereof are assumed by grantees.

This conveyance is made and accepted subject to any and all restrictions, and easements affecting the use of the premises conveyed herein, now of record in the County Clerk's Office of Brazoria County, Texas, and subject also to reservations of mineral rights by prior owners.

When this deed is executed by only one person or when the Grantee is only one person, the instrument shall read as though pertinent verbs and pronouns were change to correspond, and when executed by or to a corporation, the words "heirs, executors and administrators" or "heirs or assigns" shall be construed

to mean "successors, assigns and legal representatives".

EXECUTED this \( \frac{1}{2}\) day of \( \frac{1}{2}\) tell 1970.

A. B. Williamson

THE STATE OF TEXAS

COUNTY OF BRAZORIA

BEFORE ME, the undersigned authority, on this day personally appeared A. B. Williamson, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this ____ day of

County, Texas

, ... DEED

THE STATE OF TEXAS )

### im 1060 m 535

COUNTY OF BRAZORIA )

KNOW ALL MEN BY THESE PRESENTS:

THAT I, B. L. Tenner, not joined herein by my wife as the property herein constitutes no part of my homestead, of Brazoria County, Texas hereinafter called CPANTOR for and in consideration of the sum of \$10.00 and other

called GRANTOR , for and in consideration of the sum of \$ 10.00 and other good and valuable consideration to GRANTOR , in hand paid by Gulfco Marine Maintenance, Inc.

of Brasoria County, Texas hereinafter called GRANTEE, here the receipt and sufficiency of which is hereby acknowledged, have

GRANTED, SOLD AND CONVEYED, and by these presents do GRANT, SELL AND CONVEY unto GRANTEE , the following described property, to-wit:

Tract 22, Brasos Coast Investment Company Subdivision, Division No. 8, F. J. Calvit League, Abstract 51, in Brasoria County, Texas, according to the map or plat thereof duly recorded in the office of the County Clerk of Brasoria County, Texas, reference to which is here made for all purposes.

TO HAVE AND TO HOLD the above described premises, together with all and singular, the rights and appurtenances thereto in anywise belonging unio GRANTEE, its heirs, successors and assigns, forever.

GRANTOR do es hereby bind himself, his heirs, successor to the successor of the successor of the successor of the successor of the successor of the successor of the successor of the successor of the successor of the successor of the successor of the successor of the successor of the successor of the successor of the successor of the successor of the successor of the successor of the successor of the successor of the successor of the successor of the successor of the successor of the successor of the successor of the successor of the successor of the successor of the successor of the successor of the successor of the successor of the successor of the successor of the successor of the successor of the successor of the successor of the successor of the successor of the successor of the successor of the successor of the successor of the successor of the successor of the successor of the successor of the successor of the successor of the successor of the successor of the successor of the successor of the successor of the successor of the successor of the successor of the successor of the successor of the successor of the successor of the successor of the successor of the successor of the successor of the successor of the successor of the successor of the successor of the successor of the successor of the successor of the successor of the successor of the successor of the successor of the successor of the successor of the successor of the successor of the successor of the successor of the successor of the successor of the successor of the successor of the successor of the successor of the successor of the successor of the successor of the successor of the successor of the successor of the successor of the successor of the successor of the successor of the successor of the successor of the successor of the successor of the

GRANTOR do as hereby bind himself, his heirs, successors, executors and administrators to WARRANT AND FOREVER DEFEND, all and singular the said premises unto GRANTEE, its heirs, successors and assigns, against every person whomsoever lawfully claiming, or to claim the same or any part thereof.

WITNESS THE GRANTOR	this was day of May	19	70
	At James		
	f, L. Tinner		

THE STATE OF TEXAS

COUNTY OF SPAZURIA

BEFORE ME, the undersigned authority, on this day personally appeared S. L. Tanner

known to me to be the person

of

where

name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 1920 day
May , 19 70.

Notary Public in and for Brasoria County, Texas

FILED FOR RECORD AT 1:00 O'CLOCK A. M.

MAY 2 1 1970

E. B. STEVENS, JR.

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### - DEED OF TRUST

VOL 359 PAGE 128

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THE STATE OF TEXAS

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF BRAZORIA

This DEED OF TRUST, made and entered into by and between Gulfco Marine Maintenance, Inc., A Texas Corporation

of Brazoria County, Texas, hereinafter called GRANTOR (whether one or more) and D. V. Collins

of Brazoria County, Texas, hereinafter called TRUSTEE, and The First Freeport National Bank

of Brazoria County, Texas, hereinafter called HOLDER, to-wit:

1. GRANTOR, for the purpose of securing the indebtedness hereinafter described, and the further consideration of \$10.00 to GRANTOR paid by TRUSTEE, receipt of which is hereby acknowledged, and the further consideration, uses, purposes and truste herein set forth, have SOLD, GRANTED AND CONVEYED, and by these presents do SELL, GRANT AND CONVEY unto TRUSTEE, and his substitutes, successors and their assigns, the following described real property, to-wit:

TRACTS 22 and 56, Brazos Coast Investment Company Subdivision, Division No. 8, F. J. Calvit League, Abstract 51, in Brazoria County, Texas, according to the map or plat thersof duly recorded in the office of the County Clerk of Brazoria County, Texas, reference to which is here made for all purposes.

- 2. TO HAVE AND TO HOLD the above described property, together with all rights, privileges, appurtenances, rents, royalties, income, abstracts of title, title papers, and insurance policies appertaining or thereunto belonging, to TRUSTEE and his substitutes, successors and their assigns forever; and GRANTOR hereby covenants to warrant and defend the title to said property against the claim or claims of all persons whomsoever.
- 3. In Trust, however, to secure the full payment of the following indebtedness:

One promissory note of even date herewith in the original principal sum of \$50,000.00, payable to The First Freeport National Bank or order in 60 monthly installments of \$1025.85 each, which includes interest at the rate provided therein and said note containing the usual acceleration of maturity and attorney fee clauses.

- 4. Should GRANTOR make prompt payment of the above described note and all renewals and extensions thereof as the same shall become due and payable and perform all of the acts, conditions, obligations and covenants contained in this deed of trust and in said above described note, the terms of which are incorporated herein by reference, this DEED OF TRUST shall become null and void, and shall be released by HOLDER at the expense of GRANTOR.
  - 5. GRANTOR COVENANT'S AND AGREES AS FOLLOWS:
- (a) PAYMENTS: Grantor will pay the principal and interest of the above described note in accordance with the terms thereof.
- (b) INSURANCE AND TAXES: Grantor will keep the improvements on the above described property insured against loss by fire and extended coverage policy in at least the sum of \$\frac{1}{2}\$ in a company or companies acceptable to HOLDER, with standard mortgage clause in favor of HOLDER, all policies and renewals thereof to be written for not less than three years with premiums prepaid, and deposited with HOLDER as soon as issued; HOLDER is hereby authorized to collect all sums which may become due under any of said policies, and at Holder's option, apply same to rebuild or restore said improvements or to reduce the above described indebtedness, whether then matured or not, deducting therefrom any expenses incurred in connection with the handling or collecting of said sums.

Grantor will pay all taxes and assessments that are or may become due and payable on the above described property under any law, ordinance or regulation whether made by federal, state or municipal authority, before any interest or penalty accrues thereon.

And it is especially agreed that if the undersigned shall fail to effect said insurance and deliver such policies, as herein provided, or to pay such taxes, then the said insurance may be effected and said taxes may be paid by the legal holder of said note, and sums so expended shall be a demand obligation and become part of the debt hereby secured, and shall draw interest at the same rate as

provided in the above described note from date so expended until paid, or at the option of the holder of the debt secured hereby, the entire principal indebtedness may be declared due, and be collected in any manner provided in this instrument, or provided by law.

- (c) OCCUPANCY: Grantor will keep the above described property occupied so as not to impair the insurance carried thereon and if said above described property should remain vacant for more than 30 days HOLDER shall have the option of taking possession and renting same for and on behalf of GRANTOR as provided in Paragraph 12 hereof.
- (d) REPAIRS: Grantor will keep the improvements on the above described property in good repair and condition, and will not remove said improvements, or any part thereof.
- (e) TITLE: Grantor warrants that said above described property is free from ancumbrances and that GRANTOR is lawfully seized of said property.
- (f) FUTURE LIENS: Grantor agrees not to allow to be fixed, or enter into any contract whereby there may be fixed, on the above described property or any part thereof, without the written consent of HOLDER, any mechanic's lien or other lien of any character whatsoever.
- (g) CONDEMNATION: Grantor agrees that in the event any portion of the above described property is taken by the right of eminent domain, all sums which may be awarded to GRANTOR in any condemnation proceeding shall, at the option of FOLDER, be applied on the above described indebtedness.
- (h) APPLICATION OF PAYMENTS: Grantor agrees that in the event any portion of the above described indebtedness now or hereafter created cannot be lawfully secured by the liens renewed, extended or granted by this deed of trust on the above described property, all payments made on said indebtedness shall be applied to the discharge of the unsecured portion of said indebtedness until same is paid.
- (i) PRIOR LIENS: Grantor agrees that in the event any lien, charge, or encumbrance is claimed or asserted by any person or party to be prior or superior to the lien of this DEED OF TRUST, to immediately pay off, discharge or remove such lien, charge or encumbrance from the above described property, whether or not the same prove in fact to be prior or superior to the lien of this DEED OF TRUST.
- (j) COST: Grantor will pay, on demand, for all abstracts, title policies, recording fees and attorneys' fees necessary to complete this transaction.
- 6. Should GRANTOR fail or refuse to make prompt payment of the above described note as the same shall become due and payable or fail or refuse to perform any of the acts, conditions, obligations and covenants herein provided, then this DEED OF TRUST shall remain in force and effect and HOLDER shall be entitled, without being under legal obligation to do so, to exercise the option of:

### VOL 359 PAGE 131 Page 4, Deed of Trust

- (a) Declaring the whole of the note secured by this DEED OF TRUST, including principal, interest and all sums and expenses expended by HOLDER for and in behalf of GRANTOR as herein provided, immediately due and payable and instituting suit for the collection of same, and for the foreclosure of this deed of trust lien.
- (b) Declaring the whole of the note secured by this DEED OF TRUST, including principal, interest and all sums and expenses expended by HOLDER for and in behalf of GRANTOR as herein provided, immediately due and payable, with or without notice to GRANTOR and without presenting for payment any matured part of the indebt-edness secured by this DEED OF TRUST, and cause trustee sale to be made.
- (c) Performing or causing to be performed for and in behalf of GRANTOR any acts, conditions, obligations and covenants which GRANTOR has failed or refused to perform and all sums so expended, including attorneys' fees, court costs, taxes, insurance premiums, agent's fees or commissions, or any other cost or expense of any type or nature, shall bear interest from the date of payment at the rate provided in the above described note, and shall be payable at the place designated in the above described note and shall be secured by the lien or liens securing the payment of the above described note and payable on demand, or in any manner provided in this instrument or provided by law.
- Should HOLDER elect to exercise the option of enforcing this trust by trustee's sale as above provided, it shall be the duty of TRUSTEE upon request to do so by HOLDER, to sell the above described property, or any part thereof, at public venue to the highest bidder for cash at the door of the courthouse of the county in which said property is situated, first giving 21 days public notice of the time, terms, and place of said sale and of the property to be sold, by notice given in the manner at such date required by the laws of the State of Texas for sale of real estate under deeds of trust, and upon such sale said TRUSTEE shall execute and deliver a deed or deeds conveying in fee simple the property sold to the purchaser or purchasers thereof, with full covenants of werranty, conveying all the title which GRANTOR has in said premises at the date of said sale or had at the date of execution thereof, and shall receive the proceeds of said sale, out of which shall be paid, first, the cost and expenses of executing this trust, including compensation of 5% of the amount due at said date on said indebtedness to TRUSTEE for his services; next, to the payment of all sums of money that may have been expended by HOLDER for and in behalf of GRANTOR as herein provided; next, to the full payment of principal, interest and attorney's fees due and unpaid on the note secured by this DEED OF TRUST, and the remainder, if any, shall be paid to GRANTOR. It is agreed that the recitals in the conveyance to the purchaser, or purchasers, shall be full and conclusive evidence of the truth of the matters therein stated, and all prerequisites to said sale shall be presumed to have been performed, and such sale and conveyance shall be conclusive against GRANTOR, his heirs and assigns.
- 8. HOLDER shall have the right to become the purchaser at all sales to enforce this trust, being the highest bidder, and to have the amount for which such property is sold credited on the debt then owing.

## yol 359 PAGE 132 Page 5, Deed of Trust

- 9. If the above named TRUSTEE should die, resign, remove from the State of Texas, become disqualified from acting, or fail or refuse to act when requested by HOLDER to do so, HOLDER shall have full power to appoint, without notice to GRANTOR, by an instrument in writing, a substitute trustee, and, the right to appoint a substitute trustee shall exist as often and whenever from any of said causes, any trustee, original or substitute cannot or will not act, and said substitute trustee shall succeed to all the estates, rights, powers and duties of the above named TRUSTEE.
- 10. In the event the money secured by this DEED OF TRUST or any part thereof, is used to pay off or discharge any lien, charge or encumbrance upon or against the above described property, HOLDER shall be subrogated to all such liens, charges or encumbrances so paid off, satisfied or discharged, and to all of the rights of the person or persons to whom such payments are made.
- 11. In no event shall GRANTOR or any party liable on the above described note be required to pay interest in excess of the rate allowed by the laws of the State of Texas, it being the intention of the parties to conform strictly to the usury laws now in force and the above described note or the contract for interest shall be held to be subject to reduction to the amount allowed under said usury laws as now or hereafter construed by the courts having jurisdiction.
- 12. As additional security for the payment of the above described note, and as part of the consideration herefor, GRANTOR does hereby sell, transfer, and assign unto HOLDER, all rents and revenues, together with the landlord's lien that may accrue by reason of any lease or contract on the above described property and the right to take possession of and rent for the account of GRANTOR said above described property; provided however, that so long as GRANTOR complies with all of the terms and conditions herein, GRANTOR may collect and retain all such rents and revenues; but if GRANTOR fails or refuses to comply with all the terms and conditions herein, HOLDER shall have the option of demanding and collecting said rents and revenues and taking possession of said above described property and renting same for and on behalf of GRANTOR and applying all rents and revenues upon the above described indebtedness after deducting all costs of collection and administration. HOLDER shall not be liable for damages to any person arising from the condition of the premises during the time that KOLDER has possession or is collecting the rents and revenues, but such damages, if any, shall be the obligation of GRANTOR, and GRANTOR agrees to keep HOLDER harmless in such event.
- 13. In the event of a foreclosure under the power granted hereby the owner or owners in possession, their heirs, assigns and legal representatives, or any person holding under them or in possession of the above described property, shall thereupon become the tenant or tenants at will of the purchaser at such foreclosure sele; and should such tenants, owners, or persons in possession fail or refuse to surrender said premines on demand, the purchaser shall thereupon become entitled to institute and maintain the statutory action of forcible detainer, and procure a writ of possession thereunder.

## .VOL 359 FALE 133 Page 6, Deed of Trust

- 14. The above named HOLDER or any other owner or holder of the above described note is herein called HOLDER and all of the terms, conditions and covenants contained in this DEED OF TRUST shall bind and inure to and be for the benefit of the respective heirs, executors, administrators, successors, and assigns of the GRANTOR and HOLDER.
- 15. Whenever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall include all genders, wherever the context so admits.
- 16. The exercise by HOLDER of any right or option hereunder shall not constitute a waiver of the right to exercise any other right or option hereunder and the failure of HOLDER to exercise any right or option bereunder shall not constitute a waiver of said right or option or any other right or option hereunder.
- 17. This DEED OF TRUST shall secure in addition to the above indebtedness any and all other indebtedness of the undersigned to HOLDER, its successors, assigns and legal representatives now owing or which may hereafter become owing whether evidenced by note, open account, overdraft, endorsement, surety, guarantor or otherwise.

EXECUTED this May of May, 1970.

ATTEST:

THE STATE OF TEXAS

COUNTY OF BRAZORIA

BEFORE ME, the undersigned authority, on this day personally appeared B. G. Sandlin, President, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed and in the capacity therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this day of

Notary Public in and for Brazoria County, Texas

.vol. 359 page 134

COUNTY OF BRAZORIA

The undersigned President and Secretary of Guifco Marine
Maintenance, Inc., a corporation, duly incorporated and existing
under and by virtue of the laws of Texas, and lawfully doing
business within the State of Texas, do hereby certify that at a
meeting of the Board of Directors of said Corporation lawfully
called for the purpose of considering its obtaining a loan
from The First Freeport National Bank, and other appropriate
business, attended by a quorum of said Directors on the Aday
of Note 1970, the following Resolutions were unanimously
made and adopted, to-wit:

BE IT RESOLVED: That the proper Officers of this Corporation be, and they are hereby, directed to negotiate with The First Freeport National Bank for a loan to the Corporation in the amount of \$50,000.00, to be secured by deed of trust mortgage upon the company's property in Brazos Coast Investment Company Subdivision, Division No. 8, F. J. Calvit League, Abstract 51 in Brazoria County, Texas, as more fully described and set forth in form of deed of trust, assignment and security agreement prepared by Stone, Davis and Stovall, Attorneys, and presented to the Directors for their consideration; said note shall bear interest and be repayable as may be required by the lender:

BE IT FURTHER RESOLVED, that all action heretofore taken by the Officers in negotiating said loan are ratified and confirmed, and they are further authorized and directed to execute all such notes, deeds of trust, assignments, security agreements, loan agreements and papers as may be requested by said lender incident to said loan;

3E IT FURTHER RESOLVED, that said security instruments shall provide that they also secure all other and future items of indebtedness owing or to become owing by the Corporation to said lender prior to the release of said security instruments.

And we further certify that said Resolutions are shown on the records of the Corporation and have not been amended, altered or revoked.

GIVEN under our hands this the May of May, 1970.

FILED FOR RECORD
AT 2:00 O'CLOCK 4. M.

President

MAY 2 1 1970

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Corporate Seal)

Secretary

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THE STATE OF TEXAS )

COUNTY OF BRAZORIA )

### erlease of lien

IN CONSIDERATION of the payment of the indebtedness described in and secured by the liens created by the instruments hereinsfear mentioned, the undersigned, as the legal owner and holder of such indebtedness, does hereby release from the operation of the liens thereby created, the real property described in the instruments of record in the office of the County Clerk of Brasoria County, Texas, as follows, to-wit:

Vendor's Lien in Deed from A. B. Williamson to B. L. Tanmer dated April 8, 1970, recorded in Vol. 1058 on Page 3 and Deed of Trust from B. L. Tenner to D. V. Collins, Trustee, dated April 8, 1970 and recorded in Vol. 357 on Page 477, Deed of Trust Records of Brazoria County, Texas and affecting Tract 22, Brazos Coast Investment Company Subdivision, Division No. 8, F. J. Calvit League, Abstract 51, in Brescrie County, Texas.

EXECUTED THIS 2/ TDAY OF May

19 70

THE FIRST FREEPORT MATIONAL President

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CF TEXAS ) COUNTY OF BRAZORIA )

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BEFORE ME, the undersigned authority, on this day personally appeared D. V. Collins, President of The First Freepost Mational known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that executed the same for the purposes and consideration there; expressed, and in the capacity therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 19 70. May

FILED FOR RECORD AT 7:05 O'CLOCK # ... M.

MAY 26 1970

B. R. Stevens, Jr.

Public in Brasoria County,

D - 83

DEED 34.

### QUITCLAIM DEED

4934

THE STATE OF TEXAS ]
COUNTY OF BRAZORIA ]

KNOW ALL MEN BY THESE PRESENTS:

That, Whereas, Gulfco Marine Maintenance, Inc., a Texas corporation, acquired a conveyance of a permanent spoil disposal essement from Francis A.

Swann to the United States of America in, under and over a tract of land aituated in the B. T. Archer Survey, Abstract 9, Brazoris County, Texas, such tract being also known as Lot 45, Brazos Coast Invastment Company (BCIC) Subdivision 1, located on the south side of the Gulf Intracoastal Enterway (GILW), containing five (5.0) acres of land, more or less, according to a map or plat thereof duly of record in the office of the County Clerk of Brazoria County, Lewas, to which reference is made for all purposes, which spoil disposal easement was conveyed in exchange for a quitclain deed from the United States of America unto the hareinafter described tract of land in, under and over which the United States of America owns a permanent spoil disposal easement.

Now, Therefore, the United States of America, acting by and through the Secretary of the Army, under and by virtue of the authority vested in him by Section 2 of the Act of Congress approved 20 June 1938 (52 Stat. 894; 33 USC 555b) as smended by Section 3 of the Act of Congress approved 11 August 1939 (53 Stat. 1414; 33 USC 558b-1), generally known as the Exchange of Lands Act, for and in consideration of the above described conveyance from Francis A. Swana to the United States of America, has ramised, released and quitclaimed and does by these presents remise, telease and quitclaim, without worranty, expressed or implied, muto the said Gulfco Marine Maintenance, Inc., benefitsfer called, "Grantea," its successors and assigns, all the right, title and interest, claim and demand of the United States of America in, under and over the permutant spoil disposal emponent in the land described at follows:

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Lot 22, Brazos Coast Investment Company Subdivision No. 8, F. J. Calvit League, Abstract 51, Brazoria County, Texas, according to the recorded map or plat thereof appearing of record in Plat Book 2, Pages 142-145, in the office of the County Clerk of Brazoria County, Texas, and being the same land conveyed by Brazoria County to the United States of America by deed dated 11 January 1939, designated as Tract 41 according to the map of the Intracoastal Canal Unterway certified to by E. H. Marks, Lieutenant Colonel, Coros of Engineers, United States Army, duly filed of record in aforesaid County Clerk's Office.

TO HAVE AND TO MOID the foregoing described promises, together with all and singular the spoil disposal rights, privileges and appurtenances thereto in any wise belonging unto the said Grantee, its successors and assigns forever; provided, however, that Grantor shall retain its permanent right-of-way easement in, under and over the 2.1 acres on the south side of Lot 22.

This conveyance is made and accepted subject to any existing easements for roads, highways, public utilities, railroads, pipelines, telephone, telegraph and powerlines.

By the acceptance of this instrument the Grantee herein expressly and fully releases the United States of America, its officers, agents, servants, and contractors from liability for any and all damages resulting from the use by the United States of America, its officers, agents, servants and contractors of the land subject to the interest hereby quitelaimed.

This conveyance is made and accepted without varranty of title by the United States of America, either expressed or implied.

This instrument is not subject to the requirements of Title 10, United States Code, Section 2662.

IN WITNESS WHEREOF, the United States of America has caused these presents to be executed by its name by Manley R. Research, Secretary of the Army, and the sual of the Department of the Army to be hereunto effixed this 24th day of Marchen 1970.

UNITED STATES OF AMERICA

By: Secretary of the Arms

# DE E 0 344

	· • ·
COMMONWEALTH OF VIRGINIA	Ĭ
COUNTY OF ARLINGTON	Ĭ
	<u>-</u>
BUFORE ICC.	, a Notary Public, in and for the
Commonwealth of Virginia,	County of Arlington, on this day personally appeared
500 65 800 F	, known to me to be the stey of Army,
	t he executed the said instrument for the purposes and
consideration therein expr	essed, and in the capacity therein stated, and as the
act and deed of the United	States of America.
	HD SEAL OF OFFICE, this 24th day of Secretable
A. D. 1977.	<b></b>
<b></b> .	
	Though I Ford
	Notary PubMc in and for
	Arlington County, Virginia
•	
(SEAL)	•
MY COUNTSSION EXPIRES	
19.7/	
7 F + 4	filed for record
un in in 1200 € ; 22 <b>2 (&amp;</b> 20 <b>31</b> 12))	AT <u>805</u> O'CLOCK <u>A.</u> M.

APR 5 1971

H. B. STEVENS, JE
LERK COUNTY SERVE HERE COUNTY TELLS
RY
LEFONT

64-5-11 65945 C C C C 174 0-1

THE STATE OF TEXAS ) E DEED OF TRUCT COUNTY OF BRAZORIA ) WE 375 W 161

### RELEASE OF LIEN

IN CONSIDERATION of the payment of the indebtedness described in and secured by the liens created by the instruments hereinafter mentioned, the undersigned, as the legal owner and holder of such indebtedness, does hereby release from the operation of the liens thereby created, the real property described in the instruments of record in the office of the County Clerk of Brazoria County, Texas, as follows, to-wit:

The Deed of Trust from Gulfco Marine Maintenance, Inc to D. V. Collins, Trustee, dated 5-14-70, recorded in Vol. 359, page 128, of the Deed of Trust Records of Brazoria County, Texas, conveying Tract 22 and Tract 56, Brazos Coast Investment Co. No. 8, F. J. Calvit League, Abstract 51, Brazoria County, Texas.

EXECUTED THIS 23 DAY OF April

1971

By Daris Lusee

Cashier

THE FIRST FREEPORT NATIONAL BANK

President

THE STATE OF TEXAS ) COUNTY OF BRAZORIA )

BEFORE ME, the undersigned authority, on this day personally appeared D. V. Collins, President of The First Freeport National Bank

known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed, and in the capacity therein susted.

CIVEN UNDER MY HAND AND SEAL OF OFFICE this 23 day of April 197/.......

FILED FOR RECORD
AT 7:07 0'CLOCK H. M.

APR 27 1971

Notary Public in and for

Brazoria County, Texas

CLEICK COUNTY COME - BRAZING COUNTY TEAMS

OF DEPUTY

D - 85

1.

## Tract No.23

Texas, for and in consideration of the sum of Yen (\$10) and OO/100 Dollars, to us in hand paid by A. J. Smith of the County of Brascria and State of Texas, the receipt of which is hereby acknowledged, do, by these presents, BARGAIN, SELL, RELEASE, AND FOREVER QUINCLAIN unto the said A. J. Smith, his heire and sasigns, all our right, title and interest in and to that certain tract or parcel of land lying in the County of Brazoria and State of Texas, dascribed as follows, to-wit:

5 acre tract #496 in 8/D #14 of Brazos Coast Investment Company 8/D of Abst. #115, J. A. R. Phelps original grantee, and being the same land described in deed from Carlos Bee et al to Harvey Wentling, August 31, 1900, recorded Vol. 94, page 518, Deed Records of Brascria County, Texas, to which reference is here made for a bester description of said land.

TO HAVE AND TO HOLD the said premises, together with all and singular the rights, privileges and appurtenances thereto in any manner belonging unto the said A. J. Smith, his heirs and assigns, forever, so that neither we, J. C. Evens and wife, Buth Evens, nor our heifs, nor any person or persons claiming under he shall, at shy time hereafter, have, claim or demend any right or title to the aforesaid premises or/appurtenances, or any part thereof.

This deed is given to correct the deed executed by the undersigned dated the 13th day of October, 1936, and duly recorded in Yol. \$86 at page 493 of the Deed Records of Brasoria County, Texas, wherein an incorrect description was given of the property attempted to be conveyed.

WITHESS our hands at Presport, Femal, this the 25rd day of Hovember, A.D. 1939.

J. C. Evans

Ruth Evans

THE STATE OF TEXAS } COUNTY OF BRAZORIA )

Before me, the undersigned authority, on this day personally appeared J. C. Evans and Ruth Evans, his wife, both known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they each executed the same for the purposes and consideration therein expressed, and the said Ruth Evans, wife of the said J.C. Evens, having been examined by me privily and apart from her husband, and having the same fully explained to her, she, the said Ruth Evans, acknowledged such instrument to be her ast and deed, and she declared that she had willingly signed the same for the purposes and consideration therein expressed, and that she did not wish to retract it.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 23rd day of November, A.D. 1939. (SEAL) E. C. King Motary Public within and for Brazoria County, Texas.

Filed for Record at 1:15 o'clock P.M. Dec. 12, 1939. J. R. Konerch Clerk County, Court, Brazoria County, Texas. By P. W. Arrington, Deputy.

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7641

THE STATE OF TEXAS COUNTY OF BRAZORIA )

KNOW ALL MEN BY THESE PRESENTS:

That I, C. L. Minkler, a single man; of the County of Brazoria, State of Texas, for and in consideration of the sum of One Rundred (\$100.00) and 00/100 Dollars to me in hand paid by A. J. Smith, receipt of which is hereby acknowledged and confessed and other walmable consideration to me flowing or the execution of this indenture, have Granted, Sold and Conveyed, and by these presents do 6 . nt. Sell and Convey, unto the said A. J. Smith, of the County of Brazoria State of Texas, all that certain Lot, tract or Parcel of land, situnted in the County of Brazoria, State of Texas, and more particularly described as follows. to-wit: 5 and

D - 86

Being Pire (6) care Treet No. 25, in sub-division No. 3 of the Brance Seast of the vestment Company's sub-division and Survey, according to the map of plat of Said on This in the office of the County Clerk of Brasoria County, Texas, to which reference is here of for further description and particulars.

However, their is reserved out of the above described tract of land the right of way for the intracoastal canal off of the East and thereof amounting to approximately access.

TO HAVE AND TO HOLD the above described premises, together with all and singular the rights and appurtenances thereto in anywise belonging unto the said A. J. Smith, his heirs and assigns forever and I do hereby bind myself, my heirs, executors and edministratory to Warrant and Forever Defend, all and singular the said premises unto the said A. J. Smith, his heirs and assigns, against every person whomspever lawfully claiming, or to claim the same, or any part thereof.

WITHESS my hand at Freeport, Texas, this 22nd day of June 1959.

C. L. Minkler

STATE OF TEXAS )
COUNTY OF BRAZORIA )

BEFORE ME, the undersigned, a Notery Public in and for said County and State, on this day personally appeared C. L. Minkler, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this the 22nd day of June A.D. 1939.

(SEAL) * E. C. Eing Notary Public in and for Brazeria County, Texas.

Filed for Record at 1:15 o'clock P.M. Dec. 12, 1959. J. R. Monarch Clerk County Court, Brazoria County, Texas. By P. W. Arrington, Deputy.

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7642

THE STATE OF TEXAS }

ENOW ALL MEN BY THESE PRESENTS:

That, N. C. Ginther of Houston, Harris County, Texas hereinafter called Grantor (whether one or more), for and in consideration of the sum of Ten and Ho/100 Dollars cash in hand paid by T. J. Hudgins of Wharton Co. Texas, hereinafter called Jrantse, the receipt of which is hereby schnowledged, have granted, sold, conveyed, assigned and delivered, and by these presents do grant, sell, convey, assign and deliver, unto the said Grantse an undivided one-tenth (1/10th) interest in and to all of the oil royalty, gas royalty, and royalty in casingheed gas, gasoline, and royalty in other minerals in and under, and that may be produced and mined from the following described lands situated in the County of Brazoria and State of Texas, to-wit:

Being Twenty (20) acres, more or less, out of the J. De J. Valderas Survey, abstract (380 and known as Lot Seventy-Two (72) of the New York and Texas Land Company Subdivision of the J. De J. Valderas Survey, Brasoria County, Texas together with the right of ingress and egress at all times for purpose of mining, drilling and exploring said land for oil, gas and other minerals and removing the same therefrom. This grant shall run, and the rights, titles and privileges hereby granted shall extend to Grantee herein, and to Grantee's heirs, administrators, executors and assigns, for a period of Twenty 20) years from Febr mry 10, 1938 hereof and as long thereafter as oil, gas or other minerals, or either of them, is produced or mined from the lands described herein, in paying or

County, who admortedged to me that he find sighed, seeled, executed, and deligated the fore going deed, dated 16 day of July, A. D., 1943, for the purposes and someideration therein stated.

FITTERS my hand and official seel, this 16 day of July. A. D., 1948.

(SEAL) Hasel Server Notery Public Brezoria County, Texas

Piled For Record At 5:30 O'clock F M Aug 25 1945 J. R. Monarch Clerk County Court Brascria Co., Texas

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10338

### APPIDAVIT OF REIMERLY AND NO ADMINISTRATION

THE STATE OF TEXAS,
COUNTY OF BRAZORIA.

SEFORE ME, E. C. Hing, a Notary Public in and for said County and State, on this day personally appeared A. J. Saith, J. C. Evens and wife, Mrs. Buth Evens, all resident citizens of the Town of Freeport, Brazeria County, Texas, and well known to me, who, being by me first duly sworn upon oath status the following:

Hrs. Iola A. Smith, who was the wife of the said A. J. Smith, died interests in the Town of Presport, Brescria County, Texas, on the 3rd day of May, A. D. 1948.

Mrs. Iola A. Smith, was never serviced but the one time in her life, this marriage being to the said A. J. Smith. Of this union, only one child was born, a girl whose smiden name was Smith Smith, now Mrs. Ruth Evans, and there are no child or children of the said A. J. Smith and wife, Mrs. Iola A. Smith, having children. The said Mrs. Iola A. Smith, left no will and owned no debts at the time of her death and there was no necessity for an administration of her estate. The only legal beins at law of the said Mrs. Iola A. Smith, is her said husband A. J. Smith, and said daughter Mrs. Buth Evans, who are entitled to, and are the owners of, all of the property belonging to the said Mrs. Iola A. Smith, at the time of her death.

A J Smith

Mrs. Buth Syans

J. C. Evans

Sworm to and subscribed before me, this 23md day of September, A. D. 1943, to certify which witness my hand and seel of office.

(SEAL) E. C. King Botary Public in and for Bresoria County, Texas Witnesses.

M. C. McLarry

Mrs. R. E. L. Stringfellow

THE STATE OF TEXAS,

COUNTY OF BRAZORIA.

BEFORE ME, E. C. King, a Motary Public in and for said County and State, on this day personally appeared A. J. Smith, known to me to be the person whose name is authacribed to the foregoing instrument and acknowledged to me that he executed the same for the purpose and consideration therein expressed.

DIVES under my hand and seal of office this 22nd day of September, A. D. 1943.

(SEAL) E. C. King Notery Public in and for Brazoria County, Texas.

THE STATE OF TEXAS,

COUNTY OF BRAZORIA.

SEFORE ME, E. C. King, a Notary Public in and for said County and State, on this day personally appeared J. C. Evans and Mrs. Buth Evans, his wife, known to me to be

5/2

the persons whose names are subscribed to the foregoing instrument, and the said J. C. Evana, seknowledged to me that he executed the same for the purpose and consideration there-in expressed. And the said Mrs. Buth Evans, wife of the said J. C. Evans, having been examined by me privily and apart from her husband, and having the same fully explained to her, she, the said Mrs. Buth Evans, asknowledged such instrument to be her set and deed, and declared that she had willingly signed the same for the purposes and consideration therein expressed, and that she did not wish to retract it.

OIVEM under my hand and seal of office this 22nd day of September, A. D. 1963.

(SEAL) E. C. King Motary Public in and for Brazeria County, Texas.

Filed For Record At 9:00 O'clock A N Sep 26 1945 J. R. Honerch Clerk County Court Bresoria Go., Texas

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10339

THE STATE OF TEXAS, )
COUNTY OF CAMERON )

KNOW ALL MEN BY THESE PRESENTS:

decembed, and Frances Opel Potts (only daughter of L. M. Poland That No. Mrs. L. M. Poland, widow of A. M. Poland, and A. M. Poland, deceased) joined pro forms by my husband A. T. Potts of the County of Cameron State of Texas for and in consideration of the sum of Ten Dollars and good considerations to us in hand paid by Marie Potts Hoffman have Granted, Sold and Conveyed, and by these presents do Grant, Sell and Convey, unto the said Marie Potts Hoffman of the County of Cameron State of Texas all that certain lot or percel of land in Brazoria County, Texas desgribed as follows:

Lots numbered Pour (4) and Five (5) in Block number Seven (7) all situated in the John A. Owen Addition to Alvin, in Brascria County, Texas as shown by the Map or plat of said Addition recorded in Plat Book Two (2) Page Thirty one (51) in the Office of the County Clark of Brascria County, Texas, the same being a subdivision of a thirty (30) acretract out of the Borthwest sorner of the B. B. B. & C. AR Co. Survey, Brascria County, Texas

Also, all that certain tract or parcel of land situated in the County of Brazoria, State of Texas, and being apart and parcel of the R. W. Williams League, which is partly in Mategords and in Brazoria County, Texas, and being apart of the Eastern one balf of a One Sundred (100) sere tract numbered One according to a plat of the Bortheast Quarter of said Lague made by Fred S. Robbins.

Beginning at the North corner of said Williams League; thence South Forty five (45) degrees West along League line 526 varue to a stake, the West corner of said Boons Fifty acre treat; thence South 45 degrees East 171.7 varue to a stake for South corner of this treat; thence North 45 degrees East 526 varues to a stake in the end line of said League for East corner; thence North 46 degrees West 171.7 varue to the place of beginning and being apart of a Pifty acre tract bought by William Boon from C. H. Williams by deed dated January 6th, 1887 and duly recorded in Volume I at pages 305 and 306 of the Deed Records of Matagords County, Texas, and being the same land conveyed by William Boon and Malinda Boon, husband and wife to Henry Antony Boon, by deed dated July 25, 1914 and recorded in Deed Record of Brasoria County, Texas, and being the same land described in the deed of trust from Henry A. Boon and wife Mollie Boon to Glen Harma dated August 10th, 1914 and recorded in Book 30 page 234 at seq. of the Records of Deeds of Trust, in the office of the county clark, in Brasoria County, Texas, and towhich deed of trust instrument reference is here made for complete description of said land and for the complete terms of said instrument.

all and singular, the said premises, unto the said N. G. TIGMER, S. W. TIGMER, and EMBIN B. TIGMER, their heirs and assigns, against every person whomsoever lawfully claiming, or to claim, the same, or any part thereof.

W. H. Tigner, år.

STATE OF TEXAS )
COUNTY OF MARRIS )

TIGHER, SR., known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY MAND AND SHAL OP OFFICE this the 7th day of March, A. D., 1945.

(REAL) Joe Bayer Motary Public in and for Marris County, Texas.

Piled for Record at 8:20 o'clock A. M. Apr 9 1945 J. R. Momerch Clerk County
Court, Brazoria County, Texas By Alice Sanders Deputy

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8429

THE STATE OF TEXAS )
COURTY OF BRAZORIA )

ENGW ALL MESS BY THESE PRESENTS: THAT I, A. J. Smith of the County of Brazoria
State of Texas for end in consideration of the sum of Ten Dollars (\$10.00) and other considerations DOLLARS, to me in hand paid by Mrs. R. E. L. Stringfellow, receipt of which is hereby seknowledged and confessed, have GRANTED, SOLD AND CONVEYED, and by these presents do GRANTE, SELL AND CONVEY, unto the said Mrs. R. E. L. Stringfellow of the County of Brazoria State of Texas all that certain Lot, tract or Parcel of land, situated in the County of Brazoria, State of Texas, and more partuculary described as follows, to-wit:

Being Five (5) some Truck No. 23, in sub-division No. 8 of the P. J. Calvit,
Abetr 51 of Brasos Coast Investment Company's subdivision and Survey, according to the map;
or plat of same on file in the office of the County Clerk of Brasoris County, Taxas, to
which reference is here made for further description and particulars.

However, there is reserved out of the above described tract of land the right of may for the intracoastal canal off of the East End thereof amounting to approximately two agree.

TO HAVE AND TO HOLD the above described premises, tagether with all and singular the rights and appartenances thereto in anysise belonging, unto the said Mrs. R. E. L. Stringfellow her, helps and assigns, forever, and I, do hereby bind myself, my heirs, executors and administrators, to WARRANT AND FOREVER DEFEND, all and singular the said premises unto the said Mrs. R. E. L. Stringfellow, her, heirs and assigns, against every person whosesever lawfully claiming or to claim the same or any part thereof.

WITHERS my hand at Prespert Texas this 7th day of April A. D., 1945

A J Smith

THE STATE OF TEXAS, )
COUNTY OF SMAZORIA )

SEPCRI ME, A Notary Public in and for Brascrie County, Taxas, on this day personally appeared A. J. Se th known to me to be the person whose name is subscribed to the foregoing instrument, and nothnowledged to me that he executed the same for the purposes and consideration therein expresses.

GIVE under my hand and soul of office, this 7th day of April A. D. 1945.

3/14

(STAL) Hildred Woodiel Motery Public in and for Bresorie County, Texas. Filed for Basard at 8:25 o'clock A. N. Apr 9 1945 J. R. Monarch Clerk County By Aldee Sanders Deputy Court, Brazoria County, Texas ---000---Bh30 THE STATE OF THEAS. COUNTY OF BRAZORIA ENOW ALL NEED BY THESE PERSONNEL That I, A. J. Smith, of the County of Brasoria and State of Texas, for and in equalderation of the sum of Ten Dollars & Other Considerations DOLLARS to me in hand paid by Mrs. R. E. L. Stringfellow of the Sounty of Mesoria and State of Texas, the requipt of which is hereby asknowledged, do 1/by these presents BARGAIN, SELL, RELEASE, AND POREVER QUIT CLAIM unto the said Mrs. R. E. L. Stringfellow her heirs and assigne, all my right, title and interest in and to that certain tract or parcel of land lying in the County of Brazoria, State of Texas, described as follows, to-wits Five acre Tract of land in A. Calvit Survey, being tract number 544, Division 14, Abstract 49, according to Deed resords in office of County Clerk of Brasoria County, Texas TO HAVE AND TO HOLD the said premises, together with all and singular the rights privileges and appurtenances thereto in any manner belonging unto the said Mrs. R. L. Stringfellow her heirs and assigns, forever, so their meither I the said J. A. Emith nor my heirs, nor any person or persons alaiming under me shall, at any time hereafter, have, claim or demend any right or title to the aforesaid premises or appurtenances, or any part the WIGNESS my hand at Prosport, Bragoria County, Toxas_ this 7th day of April A. D. のでは、「日本のでは、日本のでは、日本のでは、「日本のでは、日本のでは、日本のでは、日本のでは、日本のでは、日本のでは、日本のでは、日本のでは、日本のでは、日本のでは、日本のでは、日本のでは、日本のでは、日本のでは、日本のでは、日本のでは、日本のでは、日本のでは、日本のでは、日本のでは、日本のでは、日本のでは、日本のでは、日本のでは、日本のでは、日本のでは、日本のでは、日本のでは、日本のでは、日本のでは、日本のでは、日本のでは、日本のでは、日本のでは、日本のでは、日本のでは、日本のでは、日本のでは、日本のでは、日本のでは、日本のでは、日本のでは、日本のでは、日本のでは、日本のでは、日本のでは、日本のでは、日本のでは、日本のでは、日本のでは、日本のでは、日本のでは、日本のでは、日本のでは、日本のでは、日本のでは、日本のでは、日本のでは、日本のでは、日本のでは、日本のでは、日本のでは、日本のでは、日本のでは、日本のでは、日本のでは、日本のでは、日本のでは、日本のでは、日本のでは、日本のでは、日本のでは、日本のでは、日本のでは、日本のでは、日本のでは、日本のでは、日本のでは、日本のでは、日本のでは、日本のでは、日本のでは、日本のでは、日本のでは、日本のでは、日本のでは、日本のでは、日本のでは、日本のでは、日本のでは、日本のでは、日本のでは、日本のでは、日本のでは、日本のでは、日本のでは、日本のでは、日本のでは、日本のでは、日本のでは、日本のでは、日本のでは、日本のでは、日本のでは、日本のでは、日本のでは、日本のでは、日本のでは、日本のでは、日本のでは、日本のでは、日本のでは、日本のでは、日本のでは、日本のでは、日本のでは、日本のでは、日本のでは、日本のでは、日本のでは、日本のでは、日本のでは、日本のでは、日本のでは、日本のでは、日本のでは、日本のでは、日本のでは、日本のでは、日本のでは、日本のでは、日本のでは、日本のでは、日本のでは、日本のでは、日本のでは、日本のでは、日本のでは、日本のでは、日本のでは、日本のでは、日本のでは、日本のでは、日本のでは、日本のでは、日本のでは、日本のでは、日本のでは、日本のでは、日本のでは、日本のでは、日本のでは、日本のでは、日本のでは、日本のでは、日本のでは、日本のでは、日本のでは、日本のでは、日本のでは、日本のでは、日本のでは、日本のでは、日本のでは、日本のでは、日本のでは、日本のでは、日本のでは、日本のでは、日本のでは、日本のでは、日本のでは、日本のでは、日本のでは、日本のでは、日本のでは、日本のでは、日本のでは、日本のでは、日本のでは、日本のでは、日本のでは、日本のでは、日本のでは、日本のでは、日本のでは、日本のでは、日本のでは、日本のでは、日本のでは、日本のでは、日本のでは、日本のでは、日本のでは、日本のでは、日本のでは、日本のでは、日本のでは、日本のでは、日本のでは、日本のでは、日本のでは、日本のでは、日本のでは、日本のでは、日本のでは、日本のでは、日本のでは、日本のでは、日本のでは、日本のでは、日本のでは、日本のでは、日本のでは、日本のでは、日本のでは、日本のでは、日本のでは、日本のでは、日本のでは、日本のでは、日本のでは、日本のでは、日本のでは、日本のでは、日本のでは、日本のでは、日本のでは、日本のでは、日本のでは、日本のでは、日本のでは、日本のでは、日本のでは、日本のでは、日本のでは、日本のでは、日本のでは、日本のでは、日本のでは、日本のでは、日本のでは、日本のでは、日本のでは、日本のでは、日本のでは、日本のでは、日本のでは、日本のでは、日本のでは、日本のでは、日本のでは、日本のでは、日本のでは、日本のでは、日本のでは、日本のでは、日本のでは、日本のでは、日本のでは、日本のでは、日本のでは、日本のでは、日本のでは、日本のでは、日本のでは、日本のでは、日本のでは、日本のでは、日本のでは、日本のでは、日本のでは、日本のでは、日本のでは、日本のでは、日本のでは、日本のでは、日本のでは、日本のでは、日本のでは、日本のでは、日本のでは、日本のでは、日本のでは、日本のでは、日本のでは、日本のでは、日本のでは、日本のでは、日本のでは、日本のでは、日本のでは、日本のでは、日本のでは、日本のでは、日本のでは、日本のでは、日本のでは、日本のでは、日本のでは、日本のでは、日本のでは、日本のでは、日本のでは、日本のでは、日本のでは、日本のでは、日本のでは、日本のでは、日本のでは、日本のでは、日本のでは、日本のでは、日本のでは、日本のでは、日本のでは、日本のでは、日本のでは、日本のでは、日本のでは、日本のでは、日本のでは、日本のでは、日本のでは、日本のでは、日本のでは、日本のでは、日本のでは、日本のでは、日本のでは、日本のでは、日本のでは、日本のでは、日本のでは、日本のでは、日本のでは、日本の 1945 A J Smith THE STATE OF TEXAS. COUPTY OF BRAZORIA BEFORE ME, the undersigned, a Jotary Public in and for said County and State, on this day personally appeared known to me to be the person whose name is subscribed to the foregoing instrument, and admost edged to us that he executed the same for the purposes and consideration therein expressed. GIVER UNDER MY HARD AND SEAL OF OFFICE this the 7th day of April A. D. 1945 Hildred Woodiel Fotery Public in and for __ County, Texas. (SEAL) Filed for Record at 8:25 o'clock A. H. Apr 9 1945 J. R. Monarch Clerk County Court, Brascria County, Texas By Alice Sanders Deputy ---000---8432 THE STATE OF TEXAS COUNTY OF BRAZORIA RHOW ALL MEN BY TRESE PRESENTS: That, we, Biram Moore and wife, Clara Belle Moore, of Brezoria County, Texas, hereinsfter called Grantor (whether one or more) for and in consideration of the sum of Ten (\$10.00) Dollars and other valuable consideration much in hand paid by 'A. D. Davis, of Brasoria County, Texas, hereinafter called Grantee, the receipt of which is hereby asknowledged, have granted, sold, conveyed, assigned and delivered, and by these presents do grant, sell, convey, assign and deliver, unto the said Grantes an undivided one-fourth (1/4) interest in and to all of the oil royalty, gas royalty, and royalty in

casinghead gas, gasoline, and royalty in other minerals in and under, and that may be produced and minod from the following described lands situated in the County of Brazoria and State of Texas, to-wit:

#9757 Wannie M.Stringfellow te Brascria County

Instrument---R/W
Dated----March 30, 1961
Filed----Aug. 15, 1961 at 8:10 a.m.
Recorded in Deed Book 798 pg. 692

#### RIGHT-OF-WAY EASEMENT DEED

Stezesia C	ounty,Texas.	, in consideration o	ew .	and other	: *** : ***
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THE STATE OF  Before me, a Notary Public in and for said County and State, on this day personally appeared that she had willingly signed the same for the purposes and consideration therein expressed, and the work before me, the undersigned, a Notary Public in and for said County and State, on this day personally appeared.  County  County  County  County  County  County  County  County  County  County  County  County  County  County  County  County  County  County  County  County  County  County  County  County  County  County  County  County  County  County  County  County  County  County  County  County  County  County  County  County  County  County  County  County  County  County  County  County  County  County  County  County  County  County  County  County  County  County  County  County  County  County  County  County  County  County  County  County  County  County  County  County  County  County  County  County  County  County  County  County  County  County  County  County  County  County  County  County  County  County  County  County  County  County  County  County  County  County  County  County  County  County  County  County  County  County  County  County  County  County  County  County  County  County  County  County  County  County  County  County  County  County  County  County  County  County  County  County  County  County  County  County  County  County  County  County  County  County  County  County  County  County  County  County  County  County  County  County  County  County  County  County  County  County  County  County  County  County  County  County  County  County  County  County  County  County  County  County  County  County  County  County  County  County  County  County  County  County  County  County  County  County  County  County  County  County  County  County  County  County  County  County  County  County  County  County  County  County  County  County  County  County  County  County  County  County  County  County  County  County  County  County  County  County  County  C	Nannie M. S		. <u>.                                   </u>	
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THE STATE OF  COUNTY OF.  Before me, a Notary Public in and for said County and State, on this day personally appeared.  Anown to me to be the person whose name is subscribed to the foregoing instrument, and having been examined by me privily and apart from her husband and having the same by me fully explained to her, she, the said.  Solven under my hand and seal of office, this the.  County  County OF.  Before me, the undersigned, a Notary Public in and for said Conuty and State, on this day personally appeared to the foregoing instrument, and acknowledged to the foregoing instrument, and acknowledged to the same for the purposes and consideration therein expressed, and this she did not wish to retract it.  County  THE STATE OF.  COUNTY OF.  Before me, the undersigned, a Notary Public in and for said Conuty and State, on this day personally appeared to the foregoing instrument, and acknowledged to me that they each executed the same for the purposes and consideration therein expressed, and the said.  wife of the said.  acknowledged such instrument to be her act and deed, and she declared that she had willingly signed the same for the purpose and consideration therein expressed, and that she did not wish to retract it.  Given under my hand and seal of office, this the day of having the same fully explained to har, the said.  A D 195  Notary Public County  County  A D 195  Notary Public County	profited.	001	<b>3</b>	£1
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GOUNLY OF BRAZONIA

BEFORE ME, the undersigned authority, on this day personally appeared Nannie M. Stringfellow, the widow of R. E. L. Stringfellow, deceased, known to me to be a credible person more than twenty-one years of age, and a resident of Freeport, Brazoria County, Texas, who, after being first by me duly sworn, deposes and says:

The marity

I am a life-long resident of Brazoria County. My deceased husband, R. E. L. Stringfellow, was one of the principal cattle raisers in the Brazosport area and he owned in fee simple numerous tracts of land in Brazoria County, Texas. He also leased numerous tracts of land for grazing range in connection with his cattle raising activities.

I am intimately acquainted with the use and occupation of the tract of land east of the old Angleton-Velasco Highway, now State Farm Road No. 523, known as the Stringfellow pasture, which tract of land is bounded as follows:

BEGINNING at a point where East Union Bayou intersects the old Angleton-Velasco Highway, now Farm Road No. 523, on the west boundary line of the F. J. Calvit League and the East boundary line of the Maurice Henry One-Fourth League;

THENCE, along the old Angleton-Velasco Highway in a northeastarly direction to a point where the said highway adjoins Oyster Creek:

THENCE, following the meanders of Oyster Creek to a point where the said Oyster Creek intersects the old Intra-Coastal Canal:

THENCE, along the north bank of the old Intra-Coastal Canal, in a southwesterly direction to where the said canal crosses East Union Bayou;

THENCE, along the North bank of East Union Bayou with its meanders to the place of beginning.



thirty-two hundred (3200) acres and from about 1930 to date has been commonly known as the Stringfellow pasture.

Continuously for many years prior to 1930, Mr. S. H.
Hudgins used the above pasture exclusively and maintained a femalalong the east boundary line of the old Angleton-Velacco Highest from the point where the Kart Union Bayou crossed the same up to the point where the said Highway crossed Cyster Creek which was all the fencing that was necessary in order to inclose the pasture as Cyster Creek furnished the northern boundary, and Bast Union Bayou and the Intra-Coastal Canal supplied the southern and southers eastern boundary. Mr. Hudgins maintained the fence in good condition sufficient to turn cattle of ordinary disposition. It is my understanding that Mr. Hudgins leased that portion of the premises not owned by him from the owners thereof. In any event, he maintained control of the whole pasture to the exclusion of all but the persons under whom he was claiming.

In about the year 1930, my husband, Mr. R. E. L. String. 'fellow, took possession of the pasture and commenced to use same to the exclusion of all except the record owners. He and I also commenced to acquire interests or acquire ownership of land lying. in the pasture as same became available. By Warranty Deed dated November 15, 1935, recorded in Volume 277, Page 1 of the Deed Records of Prazoria County, Texas, which instrument was filed of record March 31, 1936, G. D. Shanks conveyed not No. 111, Subdivision No. 7 of the Brazos Coast Investment Company's Subdivision of the F. J. Calvit League, Abstract 61, to me.

By 1938, we had acquired deeds to numerous other tracts in the above described Stringfellow pasture, including the following:

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Lat Jo.

Subdivision No.

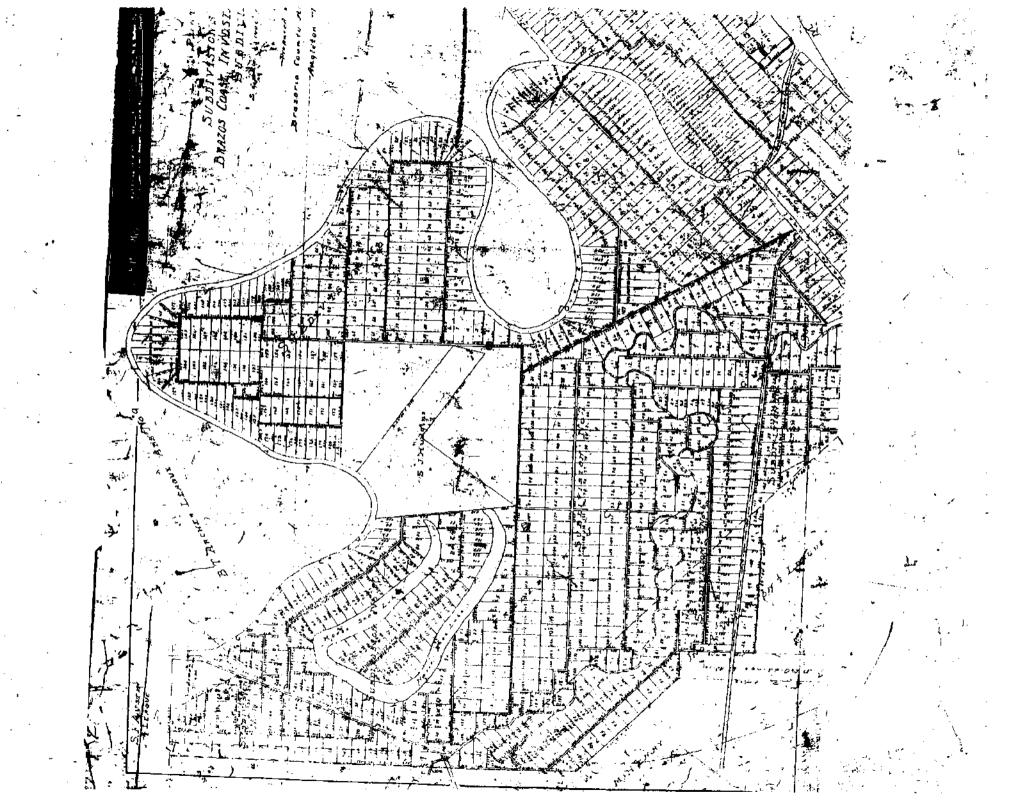
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All in the Old Brazos Coast Investment Company Subdivision and as described in deeds dated and recorded respectively. October 6, 1937, in Vol. 299, Page 454; October 6, 1937, recorded in Vol. 299, Page 453; and January 4, 1938, recorded in Vol. 299, Page '49. *11 mail deeds being from R. E. L. Stringfellow and wife, Nannie Stringfellow to O. L. Rash. In all of the foregoing deads there is royalty interests reserved to the affiant. On January 29, 1938, shortly after our above conveyances to him. O. L. Rash conveyed all the interest owned by him in the above lots, together with his interest in Lots 84 and 157, Division 7; Lot 97, Division 8; Lot 105, Division 9; and Lot 42, Division 10, to the Sun Oil Company. During all of the period in which we were acquiring title to the vario a trace above, we maintained control and possession of the whole pasture and used it exclusively for pasturing our cattle. As each particular lot was acquired I entered possession thereof and used same continuously, openly, notoriously, and adversely and to the exclusion of everyone, using, enjoying and possessing come and paying taxes thereon all in connection with other land held, used and enjoyed by me lying in the Stringfellow pasture up to 1938 at which time same were conveyed to O. L. Rash, who in turn conveyed the said lots to the Sun Cil Company. I then continued possession of all the premises conveyed by O. L. Rash to Sun, as described above, under a grazing lease from the Sun Oil Company. Commencing with the grazing lease from Sun Oil Company and continuing down to date,

## DEED

## wa 894 es 265

I sublessed the property claimed by me under the Sun Oil Company lease, together with all the other property owned or claimed by me in the said Stringfellow 3200 acre pasture, to Mr. C. A. During all of this latter period my tenant from 1938 down to date. During all of this latter period my tenants and I exercised exclusive control of the pasture, maintained the fences, used and enjoyed the said pasture for the put.



## The State of Texas.

## Knom Ali Men by Chese Presents:

County of Braseria

That I. Mrs. R. E. L. Stringfeller

of the County of Braseria State of Texas for and in consideration of the sum of Ten Dellars (\$10.00) and other valuable consideration————

DOLLARS

to me in band paid by L. S. Vemack

as follows:

have Granted, Sold and Conveyed, and by these presents do Grant, Sell and Convey, unto the said

L. S. Wemack

of the County of

Harris .

State of Texas

all that certain

tract being:

Tract No. 23, in sub-division No. 5 of the P. J. Calvit Survey, Abst 51 of the Brases Coast Investment Co. Sub-division, according to the map or plat of same on file in the office of the County Clerk of Braseria County, Texas, Surface Only

TO HAVE AND TO HOLD the above described premises, together with all and singular the rights and appurtenances thereto in anywise belonging unto the said L. S. Womack, his

heirs and assigns forever and I do hereby bind myself, my heirs, executors and administrators, to Warrant and Forever Defend, all and singular the said premises unto the said L. S. Wemack, his

heirs and assigns, against every person whomsoever lawfully claiming, or to claim the same, or any part thereof.

WITNESS WY be

my hand at Freeport, Texas

7th

day of Jun

Witnesses at Request of Grantor:

PEL Frings

<b>港市公共共享</b>		
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COUNTY OF TEXAS,	}	
	a Notary Public is and for said County a	nd State, on this day personally appeared
many of the last serios when	R. E. L. Stringfellew subscribed to the fo	regoing instrument, and acknowledged to
executed the	same for the purposes and consideration	therein expressed.
	AND DELL OF OPPIONAL AS SALE	day of June A. D. 1965
A TOPE MY HAND	AND SEAL OF OFFICE this the 7th	day of June A. D. 1965
(L S.)		~III. Caleman
	<del></del>	TASOTIANOS M COLEMAN FOR
	WIFT'S SEPARATE ACKNOWLEDGMEN	ODATOCIA COUNTY, TEXAS
OF TEXAS,	}	MY COMMISSION EXPIRES JUNE 1, 1943
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	ter act and deed, and she declared that all reased, and that she did not wish to retra	
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(L. S.)		## 9/20 O'CLOCK O'CLOCK
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WITNESS MY HAND and the Seal of the County Court of said County, at my office in the day and year last above written.

County Clerk County, Texas

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# 16266 Che State of Texas, COUNTY OF BRAZORIA

## 101. 955 1911 879 Kunw all Men by These Presents:

That I, Loie Ruth Smith Evans, a widow,

of the County of	Brazoria	and State of	Texas	, for and in consideration of
the sum of	Ten and valuabl	and No/100 e consideration	\$10.00	DOLLARS
to me in 1	eand paid by	L. S. Womack		
of the County of	Harris	and State of	Texas	, the receipt of which
is hereby acknowl	edged, do	, by these presents	BARGAIN, S	BELL, RELEASE, AND FOREVER
QUIT CLAIM unt	o the said I	L. S. Womack, h	is	

heirs and assigns, all my right, title and interest in and to that certain tract or parcel of land lying in the County of Brazoria , State of Texas, described as follows, to-wit:

Tract 23, being 5 acres, of the Brazos Coast Investment Company Subdivision #8, in the F. J. Calvit League, Abstract 5i, Brazoria County, Texas, according to the recorded map or plat thereof in Volume 2, at pages 143-144 of the Flat Records of Brazoria County, Texas;

TO HAVE AND TO HOLD the said premises, together with all and singular the rights, privileges and appurtenances thereto in any manner belonging unto the said L.S. Womack, his

heirs and assigns, forever, so that neither I the said Lola Ruth Smith Evans, a widow,

nor my heirs, nor any person or persons claiming under me shall, at any time hereafter, have, claim, or demand any right or title to the aforesaid premises or appurtenances, or any part thereof.

WITNESS my hand at Conglithon Jeron this 15-

Witness at Request of Grantor:

Lola Ruth Smith Evans, a widow

#### SINGLE ACKNOWLEDGMENT

THE STATE OF TEXAS,

VOIC 955 EMER 880

COUNTY OF BRAZORIA	}		
AT	Notary Public in and for said County at	nd State, on this day ;	ersonally appeared
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	or the purposes and consideration there		
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o o	r. LOVING (, ) E	2	
(L.S.)	Notary Public in mad for	Brazoria	County, Texas.
	VIFE'S SEPARATE ACKNOWLEDGM		
THE STATE OF TEXAS.	}		
COUNTY OF	Materia Bublio in and for and Country	and Conta on this days	navannally annexted
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wife of	, known to me to be the per		
going instrument, and having been ex explained to her, she, the said	zamined by me privily and apart from	n her husband, and hav acknowledged such inst	
and deed, and she declared that she ha	d willingly signed the same for the pur		
and that she did not wish to retract it.  GIVEN UNDER MY HAND AN	O SEAL OF OFFICE this the	day of	A. D. 19
True, Serial Mr. Sono All	or orradi mine ma	<del></del>	
(L. S.)	Notary Public in and for		County, Texas.
	JOINT ACKNOWLEDGMENT		
THE STATE OF TEXAS,	}		
COUNTY OF	) Cataon Bicklin in and the sold Massace	and State on this days	harannally ammanud
arione me, the undersigned, a f	Notary Public in and for said County a	ing state, on this call.	
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knows to me to be the hereons where	sames are subscribed to the toregoing	matrument and acknow	, his wife, both rladged to me that
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(L. S.)		<del></del>	
	Notary Public in and for		County, Texas.
THE STATE OF TEXAS,	}		
COUNTY OF	) 		
	regoing instrument of writing, with its ay of . A. D. 1		etion, was filed for o'clock M.
and was duly recorded by me on the	day of	A. D. 19	vince M.
in Vol. page	, of the Record of Deeds of sa		
WITNESS MY HAND and the Ser	al of the County Court of said County,	at my office in	
the day and year last above written.  FILED ROOM	) had a		
(LS) AT ZESCO'C	RECORD) County Clerk	<del> </del>	County, Texas.
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DEED

THE STATE OF TEXAS )

VOL 956 PAGE 345

COUNTY OF BRAZORIA )

KNOW ALL MEN BY THESE PRESENTS: That I, L. S. Womack, of Harris County, Texas, called the GRANTOR for and in consideration of the sum of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration, cash to me in hand paid by Anthony Zanakos and wife, Beverly Joyce Zanakos, of Harris County, Texas, called the GRANTEES, the receipt of which is hereby acknowledged and confessed, and the further consideration of the execution and delivery by the said GRANTEES herein of their one certain promissory note of even date herewith for the principal sum of Eleven Thousand and No/100 Dollars (\$11,000.00), payable to the order of GRANTOR herein, at The First Freeport National Bank, in Freeport, Brazoria County, Texas, with interest thereon from date at the rate of Eight per cent (8%) per annum, said note being payable in twenty-three (23) monthly installments of One Hundred Fifty and No/100 Dollars (\$150.00) each, including interest, and a final and 24th installment of the balance of unpaid principal and interest, the first of said installments being due and payable on or before the 15th day of December, 1966, and a like installment due on or before the same day of each month thereafter until paid; said note being additionally secured by Deed of Trust of even date therewith to Frank W. Stevens. Trustee:

HAVE GRANTED, SOLD AND CONVEYED, and by these presents do GRANT, SELL AND CONVEY unto the said GRANTEES herein, all that certain lot, tract or parcel of land, together with all improvements thereon, lying and being situated in the County of Brazoria, State of Texas, more particularly described as follows, to-wit:

Hw.

Tract 23, being 5 acres, of the Brazos Coast Investment Company Subdivision #8, in the F.J. Calvit League, Abstract 51, Brazoria County, Texas, according to the recorded map or plat thereof in

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# VOL 956 PAGE 346

Volume 2, at pages 143-144 of the Plat Records of Brazoria County, Texas.

THIS PROPERTY IS CONVEYED SUBJECT to the mineral reservation set forth in Volume 912, at page 850 of the Deed Records of Brazoria County, Texas; and subject also to the rights of way in Volume 295, at page 524, and Volume 798, at page 692 of the Deed Records of Brazoria County, Texas.

TO HAVE AND TO HOLD the above described premises, together with all and singular, the rights and appurtenances thereto in anywise belonging unto the said GRANTEES, their heirs and assigns forever, and I do hereby bind myself, my heirs, executors and administrators, to WARRANT AND FOREVER DEFEND, all and singular, the said premises unto the said GRANTEES, their heirs and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

BUT IT IS EXPRESSLY AGREED AND STIPULATED that the vendor's lien and superior title is retained against the above described property, premises and improvements, until the above described note, and all interest thereon, is fully paid, according to its face and tenor, effect and reading, when this deed shall become absolute.

WITNESS MY HAND this the 22 day of hound, 1966.

S Womack













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vol. 956 page 347

THE STATE OF TEXAS )
COUNTY OF βragina)

BEFORE ME, the undersigned authority, on this day personally appeared L. S. Womack, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 22 day

Notary Public in and for

Bresone County, Texas.

W. LOVING **** Purple on and for Brazzona County, Torrer

FILED FOR RECORD
ATS: Y O'CLOCK Y M

NOV 22 1966

H. R. STEVENS, JR.
Clerk County Court. Broszorio Co., Tex

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16556 THE STATE OF TEXAS VOL 298 PAGE 484

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF BRAZORIA

This DEED OF TRUST, made and entered into by and between Anthony Zanakos and wife, Beverly Joyce Zanakos,

of Harris County, Texas, hereinafter called GRANTOR (whether one or more) and Frank W. Stevens County, Texas, hereinafter called TRUSTEE, and I. S. Womack County, Texas, hereinafter called HOLDER, to-wit:

1. GRANTOR, for the purpose of securing the indebtedness hereinafter described, and the further consideration of \$10.00 to GRANTOR paid by TRUSTEE, receipt of which is hereby acknowledged, and the further consideration, uses, purposes and trusts herein set forth, have SOLD, GRANTED AND CONVEYED, and by these presents do SELL, GRANT AND CONVEY unto TRUSTEE, and his substitutes, successors and their assigns, the following described real property, to-wit:

Tract 23, being 5 acres, of the Brazos Coast Investment Company Subdivision #8, in the F.J. Calvit League, Abstract 51, Brazoria County, Texas, according to the recorded map or plat thereof in Volume 2, at pages 143-144 of the Plat Records of Brazoria County, Texas.

together with all improvements thereon and all electrical wiring, switches and equipment, pipes and plumbing fixtures, furnaces and other heating equipment, air-conditioning units, ducts and equipment, windows, screens, shades, awnings and all other fixtures and equipment now in, on, or connected with or that may be hereafter added or substituted in place of, or connected with the above described real property, all of which fixtures and equipment shall, for all purposes, be deemed attached to and a part of said real property and all rents, revenues and royalties, incidental thereto or arising therefrom.

2. TO HAVE AND TO HOLD the above described property, together with all rights, privileges, appurtenances, rents, royalties, income, abstracts of title, title papers, and insurance policies appertaining or thereunto belonging, to TRUSTEE and his substitutes, successors and their assigns forever; and GRANTOR hereby covenants to warrant and defend the title to said property against the claim or claims of all persons whomsoever.

#### DEED OF TRUST

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- 4. Should GRANTOR make prompt payment of the above described note as the same shall become due and payable and perform all of the acts, conditions, obligations and covenants contained in this deed of trust and in said above described note, the terms of which are incorporated herein by reference, this DEED OF TRUST shall become null and void, and shall be released by HOLDER at the expense of GRANTOR.
  - 5. GRANTOR COVENANTS AND AGREES AS FOLLOWS:
- (a) PAYMENTS: Grantor will pay the principal and interest of the above described note in accordance with the terms thereof.

(d) TAXES: Grantor will pay all taxes and assessments that are or may become due and payable on the above described property under any law, ordinance or regulation whether made by federal, state or municipal authority, before any interest or penalty accrues thereon.

(f) TITLE: Grantor warrants that said above described property is free from encumbrances and that GRANTOR is lawfully seized of said property.

- (h) COMDEMNATION: Grantor agrees that in the event any portion of the above described property is taken by the right of eminent domain, all sums which may be awarded to GRANTOR in any condemnation proceedings shall, at the option of HOLDER, be applied on the above described indebtedness.
- (i) APPLICATION OF PAYMENTS: Grantor agrees that in the event any portion of the above described indebtedness cannot be lawfully secured by the liens renewed, extended or granted by this deed of trust on the above described property, all payments made on said indebtedness shall be applied to the discharge of that portion of said indebtedness until same is paid.
- (j) PRIOR LIENS: Grantor agrees that in the event any lien, charge, or encumbrance is claimed or asserted by any person or party to be prior or superior to the lien of this DEED OF TRUST, to immediately pay off, discharge or remove such lien, charge or encumbrance from the above described property, whether or not the same prove in fact to be prior or superior to the lien of this DEED OF TRUST.
- (k) COST: Grantor will pay, on demand, for all abstracts, title policies, recording fees and attorneys' fees necessary to complete this transaction.
- 6. Should GRANTOR fail or refuse to make prompt payment of the above described note as the same shall become due and payable or fail or refuse to perform any of the acts, conditions, obligations and covenants herein provided, then this DEED OF TRUST shall remain in force and effect and HOLDER shall be entitled, without being under legal obligation to do so, to exercise the option of:
- (a) Declaring the whole of the note secured by this DEED OF TRUST, including principal, interest and all sums and expenses expended by HOLDER for and in behalf of GRANTOR as herein provided, immediately due and payable and instituting suit for the collection of same, and for the foreclosure of this deed of trust lien.
- (b) Declaring the whole of the note secured by this DEED OF TRUST, including principal, interest and all sums and expenses expended by HOLDER for and in behalf of GRANTOR as herein provided, immediately due and payable, with or without notice to GRANTOR and without presenting for payment any matured part of the indebtedness secured by this DEED OF TRUST, and cause trustee sale to be made.
- (c) Performing or causing to be performed for and in behalf of GRANTOR any acts, conditions, obligations and covenants which GRANTOR has failed or refused to perform and all sums so expended, including attorneys' fees, court costs, agent's fees or commissions, or any other cost or expense of any type or nature, shall bear interest from the date of payment at the rate of 10% per annum, and shall be payable at the place designated in the above described note and shall be secured by the lien or liens securing the payment of the above described note and payable on demand.
- 7. Should HOLDER elect to exercise the option on enforcing this trust by trustee's sale as above provided, it shall be the duty of TRUSTEE upon request to do so by HOLDER, to sell the above described property, or any part thereof, at public vendue to the highest bidder for cash at the door of the courthouse of the county in which said property is situated, first giving 21 days public notice of the time, terms, and place of said sale

and of the property to be sold, by notice given in the manner at such date required by the laws of the State of Texas for - sale of real estate under deeds of trust, and upon such sale said TRUSTEE shall execute and deliver a deed or deeds conveying in fee simple the property sold to the purchaser or purchasers thereof, with full covenants of warranty, conveying all the title which GRANTOR has in said premises at the date of said sale or had at the date of execution thereof, and shall receive the proceeds of said sale, out of which shall be paid, first, the cost and expenses of executing this trust, including compensation of 5% of the amount due at said date on said indebtedness to TRUSTEE for his services; next, to the payment of all sums of money that may have been expended by HOLDER for and in behalf of GRANTOR as herein provided; next, to the full payment of principal, interest and attorney's fees due and unpaid on the note secured by this DEED OF TRUST, and the remainder, if any, shall be paid to GRANTOR. It is agreed that the recitals in the conveyance to the purchaser, or purchasers, shall be full and conclusive evidence of the truth of the matters therein stated, and all prerequisites to said sale shall be presumed to have been performed, and such sale and conveyance shall be conclusive against GRANTOR, his heirs and assigns.

- 8. HOLDER shall have the right to become the purchaser at all sales to enforce this trust, being the highest bidder, and to have the amount for which such property is sold credited on the debt then owing.
- 9. If the above named TRUSTEE should die, resign, remove from the State of Texas, become disqualified from acting, or fail or refuse to act when requested by HOLDER to do so, HOLDER shall have full power to appoint, without notice to GRANTOR, by an instrument in writing, a substitute trustee, and, the right to appoint a substitute trustee shall exist as often and whenever from any of said causes, any trustee, original or substitute cannot or will not act, and said substitute trustee shall succeed to all the estates, rights, powers, and duties of the above named TRUSTEE.
- 10. In the event the money secured by this DEED OF TRUST, or any part thereof, is used to pay off or discharge any lien, charge or encumbrance upon or against the above described property, HOLDER shall be subrogated to all such liens, charges or encumbrances so paid off, satisfied or discharged, and to all of the rights of the person or persons to whom such payments are made.
- Il. In no event shall GRANTOR or any party liable on the above described note be required to pay interest in excess of the rate allowed by the Laws of the State of Texas, it being the intention of the parties to conform strictly to the usury laws now in force ... the above described note or the contract for interest shall—neld to be subject to reduction to the amount allowed under said usury laws as now or hereafter construed by the courts having jurisdicition.
- 12. As additional security for the payment of the above described note, GRANTOR does hereby sell, transfer, and assign unto HOLDER, all rents and revenues, together with the landlord's lien that may accrue by reason of any lease or contract on the above described property and the right to take possession of and rent for the account of GRANTOR said above described property; provided however, that so long as GRANTOR complies with all of the terms and conditions herein, GRANTOR may collect and retain all

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such rents and revenues; but if GRANTOR fails or refuses to comply with all the terms and conditions herein, HOLDER shall have the option of demanding and collecting said rents and revenues and taking possession of said above described property and renting same for and on behalf of GRANTOR and applying all rents and revenues upon the above described indebtedness after deducting all costs of collection and administration. HOLDER shall not be liable for damages to any person arising from the condition of the premises during the time that HOLDER has possession or is collecting the rents and revenues, but such damages, if any, shall be the obligation of GRANTOR, and GRANTOR agrees to keep HOLDER harmless in such event.

- 13. In the event of a foreclosure under the power granted hereby the owner or owners in possession, their heirs, assigns and legal representatives, or any person holding under them or in possession of the above described property, shall thereupon become the tenant or tenants at will of the purchaser at such foreclosure sale; and should such tenants, owners, or persons in pos. assion fail or refuse to surrender said premises on demand, the purchaser shall thereupon become entitled to institute and maintain the statutory action of forcible detainer, and procure a writ of possession thereunder.
- 14. The above named HOLDER or any other owner or holder of the above described note is herein called HOLDER and all of the terms, conditions and covenants contained in this DEED OF TRUST shall bind and inure to and be for the benefit of the respective heirs, executors, administrators, successors, and assigns of the GRANTOR and HOLDER.
- 15. Whenever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall include all genders, wherever the context so admits.
- 16. The exercise by HOLDER of any right or option hereunder shall not constitute a waiver of the right to exercise any other right or option hereunder and the failure of HOLDER to exercise any right or option hereunder shall not constitute a waiver of said right or option or any other right or option hereunder.
- 17. This Deed of Trust is executed and delivered by the Grantors as security in addition to the vendor's lien reserved and retained in the Deed from L. S. Womack to Anthony Zanakos and wife, Beverly Joyce Zanakos, the Grantors herein, of even date herewith, conveying the above described premises. The above described note was given in part payment of the purchase price for said premises and the vendor's lien retained in said Deed is hereby recognized as valid and subsisting. This Deed of Trust shall not impair or affect the rights of the vendor or vendor's superior title, but the lien hereby created shall be cumulative and in addition thereto.

WITNESS OUR HANDS this the 22 day of houseless, 1966.

Anthony Zanakop

Bulledin Sara Janakos Beverly Joseph Zahakos

# DEED OF TRUST

THE STATE OF TEXAS

COUNTY OF

Before me, the undersigned authority, on this day personally appeared known to me to be the person whose name subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the day of , 19 .

Notary Public,

County, Texas.

THE STATE OF TEXAS

COUNTY OF Brosporia

Before me, the undersigned authority, on this day personally appeared Anthony Zanakos and his wife Beverly Joyce Zanakos, known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they executed the same for the purposes and consideration therein expressed; and the aforesaid wife having been examined by me privily and apart from her said husband, and having the same fully explained to her, acknowledged such instrument to be her act and deed and declared that she had willingly signed the same for the purposes and consideration therein expressed, and that she did not wish to retract it.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 22 day of

Lu for is

Notary Public, Bragana County, Texas.

THE STATE OF TEXAS

W. LOVING

COUNTY OF

Before me, the undersigned authority, on this day personally appeared known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same as

for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the day of

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Notary Public, County, Texas.

AT 3 1/1 O'CLOCK P. M.

NOV 22 1966

H. R. STEVBNS, JR.
Clark County Court, Bryzzoric Co., Res.
BY DBRITTY

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# The State of Texas, County of Brazoria

# VOE 1021 PAGE 118

Know All Men by These Bresents:

WHEREAS L. S. Womack

Harris of the County of and State of Texas. did on 22nd A. D. 19 66 by deed of that date duly recorded in day of November the Records of Deeds in Brazoria County, Texas, Volume 956 Page 345 Grant, Sell and Convey to Anthony Zanakos and wife, Beverly Joyce Zanakon, the fol' of the County of Harris State of Texas, g described prope ty, to-wit:

Tract 23, being 5 acres, of the Brazos Coast Investment Company, Subdivision #8, in the F. J. Calvit League, Abstract 51, Brazoria County, Texas, according to the recorded map or plat thereof in Volume 2, at pages 143-44 of the Plat Records of Brazoria County, Texas;

and did in said deed retain a Vendor's Lien on the property so Granted, Sold and Conveyed, to secure

the payment of part of the purchase money mentioned in said deed as follows, to-wit: One certain promissory note of even date therewith for the sum of \$11,000.00, payable to the order of L.S. Womack, at The First Freeport National Bank, in Freeport, Texas, with interest from date at the rate of 8% per annum, said note payable in 23 monthly installments of \$1. each, including interest, and a final and 24th installment of the balance of unpaid principal and interest; said note being additionally secured by Deed of Trust of even date therewith to Frank W. Stevens, Trustee, recorded in Volume 298, at page 484 of the Deed of Trust Records of Brazoria County, Texas;

And, Whereas, said Vendor's Lien note given as coresaid for part purchase money of said property has been paid to L. S. Womack the legal and equitable holder and owner of said note:

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS; That I, L. S. Womack,

the present legal and equitable owner

and holder of said Vendor's Lien note above mentioned, DO HEREBY RELEASE, DISCHARGE AND QUIT-CLAIM unto the said Anthony Zanakos and wife, Beverly Joyce Zanakos, their

heirs and assigns, all the rights, title, interest and estate in and to the property above described, which I have or may be entitled to by virtue of being the owner of said Vendor's Lien note and hereby declare said property released and discharged of all liens created by virtue of said Vendor's Lien note above described.

WITNESS my hand this /

LX. Wornsey

A. D. 1968

L.S. Womack

THE STATE	OF TEXAS,	}				4.5
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### DEED OF TRUST

THE STATE OF TEXAS COUNTY OF Harris

KNOW ALL MEN BY THESE PRESENTS:

That WE, ANTHONY ZANAKOS and wife, BEVERLY JOYCE ZANAKOS.

HARRIS KKAZUKKA County, Texas, hereinafter called Grantors (whether one or more) for the purpose of securing the indebtedness hereinafter Jescribed, and in consideration of the sum of TEN DOLLARS (\$10.6., to us in hand paid by the Trustee hereinafter named, the receipt of which is hereby acknowledged, and for the further consideration of the uses, purposes and trusts hereinafter set forth, have granted, sold and conveyed, and by these presents do grant, sell and convey vato HARRIS J. H. WESTMORELAND ..., Trustee, of County, Texas, and his substitutes or BRAZORIA successors, all of the following described real property situated in County, Texas, and described as follows, to-wit:

> Tract 23, being 5 acres, of the Brazos Coast Investment Company Subdivision #8, in the F. J Calvit League, Abstract 51, Brazoria County, Texas according to the recorded map or plat thereof in Volume 2, at pages 143-144 of the Plat Records of Brazoria County, Texas.

TO HAVE AND TO HOLD the above described property, together with the rights, privileges and appurts unces thereto belonging unto the said Trustee, and to his substitutes or successors forever. And Grantors do hereby bind themselves, their heirs, executors, administrators and assigns to warrant and forever defend the said pramises unto the said Trustee, his substitutes or successors and assigns forever, against the claim, or claims, of all persons claiming or to claim the same or any part inercol.

This conveyance, however, is made in	TRUST to secure payment of	ONE	promissory note of even date
herewish in the principal sum of	- SIX THOUSAND TWO	HUND RED	and no/100
	Doilars (\$	620000	) executed by Grantors, payable to
the order of	SHARPSTOWN STATE	BANK	
	<u></u>		

in the City of

HOUSTON

HARRIS

County, Texas as follows, to-wit:

as therein provided.

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# DEED OF TRUST TO WOLL 336 MINE 383

bearing interest as therein stipulated, providing for acceleration of maturity and for Attorney's fees;

Should Grantors do and perform all of the covenants and agreements herein contained, and make prompt payment of said indebtedness as the same shall secone due and payable, then this conveyance shall become oull and soid and of no further force and effect, and shall be released at the expense of Grantors, by the legal owner and holder thereof, bereinafter called Beneficiary (whether one or more).

The Grantors covenant and agree as follows:

That they are lawfully seized of said property, and have the right to con-sy the same; that said property is free from all encumbrances.

To protect the title and possession of said property and to pay when due all taxes and assessments now existing or hereafter levied or assessed under the laws of the State of Trass upon said property, or the interest therein created by this Deed of Trass, and to preserve and muintain the lien hereby created as a first and prior tien on said property including any improvements hereafter made a part of the realty.

To keep the improvements on said property in good repair and condition, and not to permit or commit any waste thereof; to keep said building, occupied so as not to impair the insurance carried thereon.

To insure and keep insured all improvements now or hereafter created upon said property against loss or damage by fire and windeform, and any other hazard or hazards as may be reasonably required from time to time by the Beneficiary during the term of the indebtedness hereby secured, to the extent of the original amount of the indebtedness hereby secured, or to the extent of the full insurable value of said improvements whichever is the leaser, in such form and with such Insurance Company or Companies, as may be approved by the Beneficiary, and to deliver to the Beneficiary the policies of such insurance having attached to said policies such most tagge indemnity clause as the Beneficiary shall direct; to deliver renewals of such policies to the Beneficiary at least ten (10) days before any such insurance policies shall expire; any sums which may become due under any such policy, or policies, may be applied by the Beneficiary, at his option, to reduce said debt, or the Beneficiary may permit Grantors to use said proceeds to repair or replace all improvements damaged or destroyed and covered by said policy.

That in the event Grantors shall fail to keep the improvements on the property hereby conveyed in good repair and condition, or to pay proxintly when due all taxes and assessments, as aforesaid, or to present a the prior lien of this fleed of Trust on said property, or to keep the buildings and improvements insured, as aforesaid, or to deliver the policy, or policies, of insurance or the renewal thereof to the Beneficiary, as aforesaid, then the Beneficiary may, at his option, but without being required to so, make such reprire, p. y such taxes and assessments, but the Beneficiary may, at his option, but without being required prosecute or defend any suits in relation to the preservation of the prior lien of this Beed of Trust on said property, or insure and keep insured the improvements thereon in an amount not to exceed that above stipulated; that any sums which may be so paid out by the Beneficiary and all sums paid for insurance premiums, as aforesaid, including the costs, expenses and Attorney's fees paid in any suit affecting said property when necessary to protect the lien hereof shall been interest from the dates of such payments at ten per cent (10%) per annum, and shall be paid by Grantors to the Beneficiary upon demand, at the same place at which the above described note is payable, and shall be deemed a part of the debt hereby secured and recoverable as such in all respects.

That in the event of default in the payment of any installment, principal or interest of the note bereby secured, in accordance with the terms thereof, or of a breach of any of the covenants herein contained to be performed by Grantors, then and in any of such events the Beneficierry may elect, Grantors hereby expressly waiving presentinent and demand for paymont, to declare the entire principal indebtedness hereby secured with all interest account therein and all other sums hereby secured immediately due and payable, and in the event of default in the payment of said indebtedness when due or declared due, it shall thereupon, or at any time thereafter, be the duty of the Trustee, or his successor or substitute as hereinafter provided, at the request of the Beneficiary, (which request is hereby conclusively presumed) to enforce the trust; and after advertising the time, place and terms of the sale of the above described and conveyed real property for this consecutive weeks prior to the day of sale by posting written or printed notices thereof at three (2) public places in the county where said real property is situated, one of which notices shall be posted at the courtnouse do not of which notices shall be posted at the courtnouse do not of which notices shall be posted at the courtnouse do not of which notices shall be above described and conveyed real property is situated (provided where said real property is situated in more than one county, then notices as herein provided shall be posted in each of such counties where the real property is situated and said above described and conveyed real property may be sold at the courtnouse door of any one of such counties, and the notices so posted shall designate the county where the property will be sold), on the first Tuesday in any month between the hours of ten ofciock A. M. and four ofciock P. M., to the highest bidder for cash, selling all of the property as an entirety or in such parcels as the Trustee acting shall pay first, all the expenses of advertising the

It is agreed that in the event a foreclosure hereunder should be commenced by the Trustee, or his substitute or successor, the Beneficiary may at any time before the sa'e or said property direct the said Trustee to abandon the sale, and may then inscitute suit for the collection of said note, and for the foreclosure of this Deed of Trust lien; it is further agreed that if the Beneficiary should institute a suit for the collection thereof, and for a foreclosure of this Deed of Trust lien, that he may at any time before the entry of a final judgment in said suit dismiss the same, and require the Trustee, his Substitutes and Successors to sell the property in accordance with the provisions of this Deed of Trust.

The Heneficiary shall have the right to purchase at any sale of the property, being the highest bidder and to have the amount for which such property is and credited on the debt then owing.

The Beneficiary in any event, is hereby authorized to appoint a substitute trustee, or a successor trustee, to act instead of the Trustee named herein without other formality than the designation in writing of a substitute or successor trusts; and the authority hereby conferred shall extend to the appointment of other successor and substitute trustees successively until the indebtedness hereby secured has been paid in full, or until said property is sold hereunder, and such substitute and successor trustee shall success to all of the rights and powers of the original trustee named herein.

In the event any acie is made of the above describe property, or any portion thereof, under the terms of this Deed of Trust. Grantors, their heits and assigns, shall forthwill spon the making of such sale surrender and deliver possession of the property so sold to the Purchaser at such sale, and in the event of their failure to do so they shall thereupon from and after the making of such sale it and continue as the tenants at will of such Purchaser and in the event of their failure to surrender possession of said property upon demand, the Purchaser, his heirs or assigns, shall be entitled to institute and maintain an action for forcible detainer of said property in the Justice of the Peace Court in the Justice Precinct in which such property, or any part thereof, is situated.

It is agree, that the lies hereby created shall take precedence over and be a prior lies to any other lies of any character whether vendor's, materializes's or mechanic's lies hereafter created on the above described property, and in the event the proceeds of the indebtedness secured hereby as set forth herein are used to pay off and satisfy any liess heretofore axisting on and property, then the Beneficiary is, and shall be, subrogated to all of the rights, liess and remedies of the holders of the

It is further agreed that if the Grantors, their heirs or assigns, while the owner of the hereinshove described property, should commit an act of bankruptcy, or authorize the filing of a voluntary petition in bankruptcy, or should an act of bankruptcy be conmitted and involuntary proceedings instituted or threatened, or should the property hereinshove described be taken over by a Receiver for Grantors, their heirs or assigns, the note hereinshove described shall, at the option of the Bansfeiary, immediately become due and payable, and the acting Trustee may then proceed to sell the same under the provisions of that Deed of Trust.

## WOL 335 PART 364

In the event the hereinabove described property becomes vacant and remains vacant for more than thirty (30) connecutive days, the acting Trustee may at the request of the Beneficiary take possession of said propert), and rent the same and such rental less the reasonable costs and expenses of collection thereof shall be applied as a credit on the indebtodness hereby secured.

As further security for the payment of the heroinabove described indebtedness, Grantors hereby transfer, assign, and convey unto the Beneficiary all rents issuing or to hereafter issue from said real property, and in the event of any default in the payment of said note or hereunder, the Beneficiary, his agents and representatives, is hereby authorized, at his option, to collect said rents, or if such property is vacput to rent the same and collect the rents, and apply the same to the payment of said indebtedness. The collection of said rents by the Beneficiary shall not constitute a waiver of his right to accelerate the maturity of said indebtedness nor of his right to proceed with the enforcement of this Deed of Trust.

It is agreed that an extension, or extensions, may be made of the time of payment of all, or any part, of the indobtedness secured hereby, and that any part thereof may be released from this lien without altering or affecting the priority of the lien created by this Deed of Trust ir favor of any junior encumbrancer, murtgaged in purchaser, or any person acquiring an interest in the property hereby conveyed, or any part thereof; it being the intention of the parties hereto to preserve this lien on the property herein described and all improvements thereon, and that may be hereafter constructed thereon, first and superior to any liens that may be placed thereon, or that may be fixed, given or imposed by law thereon after the execution of this instrument notwithstanding any such extension of the time of payment, or the release of a portion of said property from this.

That in the event any portion of the indebtedness hereinahove described cannot be lawfully secured by this Deed of Trust lien on said real property, it is agreed that the first payments made on said indebtedness shall be applied to the discharge of that portion of said indebtedness.

That in the event all or any portion of the hereinabove described real property is taken by the right of eminent domain, all sums which may be awarded to Grantors therefor in any condemnation proceedings shall be payable to the Beneficiary, and shall be applied toward the payment of said note.

Nothing herein or in said note contained shall ever entitle the Beneficiary, upon the existing of any contingency whatevers to receive or collect interest in excess of 10% per annum on the principal indebtedness hereby secured and in no event shall Grantors be obligated to pay interest thereon in excess of such rate.

If this Deed of Trust is executed by only one person or by a corporation the plural reference to Grantor shall be held to include the singular and all of the covenants and agreements herein andertaken to be performed by and the rights conferred upon the respective Grantors named herein, shall be binding upon and inure to the benefit of not only said parties respectively but also their respective heirs, executors, administrators, granters, successors and assigns.

EXECUTED this day of December A. D. 1968 9th

Selector Joyce Janakos

THE STATE OF TELAS
COUNTY OF Harris

Before me, the undersigned authority, on this day personally appeared ANTHONY ZANAKOS

(Ack STATE OF TEXAS TY OF   (Ack efore me, the undersigned authority, on this day p	Notary Public in and for	Cearly County, Texas.
STATE OF TEXAS		County, Issue.
STATE OF TEXAS		
NTY OF Slasma		
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efore me, the undersigned authority, on this dop p		
	ersonsky appeared REVERLY	JOYCE ZANAKOS
to me to be the pErson whose name 15 su e executed the same for the purposes and consider		ent, and acknowledged to me that
even unde, my hand and seal of office on this the	- LI	ember. A. D. 10 68.
	Chuta O	role Harris
, A.	Notary Public in and for	Crinty, Terre.
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JAN 7.	1060-	) )
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(Carpor	nto acknowledgment)	
E STATE OF TEXAS	- '	
CHTY OF		
Before me, the undermgned authority, on this day p	ersonally appeared	
of proposition, known to me to be the person whose name	is subscribed to the forescine in	ETTIMANT and seknamican 4 to
t he executed the same for the purposes and considers	• •	·

Notary Public in and for

County, Tenne.

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#### EXTENSION AGREEMENT

THE STATE OF TEXAS COUNTY OF HARRIS

WHEREAS, ANTHONY OR BEVERLY JOYCE ZANAKOS, executed a promissory note payable to the order of the SHARPSTOWN STATE BANK, in the sum of \$6,200.00, on or before I nety (90) days after date, secured by Deed of Trust executed to J. H. Westmoreland, Trustee, recorded in the Mortgage Records of Harris County, Texas in Volume 336, Page 365, Mortgage Records, Brazoria County, Texas and said parties have agreed to extend the time of payment of said note in the amount of \$6,200.00.

NOW, THEREFORE, it is agreed that the maturity of said note shall be and the same is hereby extended to September 14, 1969, in the principal amount of \$6,200.00, with the understanding that the Deed of Trust securing the same shall remain in full force and effect, and the interest is now Ten (10) Per Cent per annum.

WITNESS our hands this 16th day of June, 1969.

SHARPSTOWN STATE BANK

THE STATE OF TEXAS

COUNTY OF HARRIS

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared Anthony and Beverly Joyce ?anakos, known to me to be the persons whose names are subscribed to the foregoing instrument and acknowledged to me that he executed the same fo the purpose and consideration therein expressed.

GIVEN UNDER 'NY HAND AND SEAL OF OFFICE, This the ___// Eday

ម្បីិស្សាត្ត, 1969.

TILED FOR RECORD Notary Public in and for Harris County, Texas

JUN 20 1969

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EXTENSION AGREEMENT

THY STATE OF TEXAS COUNTY OF HARRIS

WHEREAS, ANTHONY OR BEVERLY JOYCE ZANAKOS, executed a promissory note payable to the order of the SHARPSTOWN STATE NAME, in the sum of \$5,855.00, on or before Ninety (90) days after date, secured by Deed of Trust executed to J. H. Westmoreland, Trustee, recorded in the Mortgage Records of Harris County, Texas in Volume 336, Page 365, Mortgage Records, Brazoria County, Texas and said parties have agreed to extend the time of payment of said note in the amount of \$5,855.00

MOW, THEREFORE, it is agreed that the maturity of said note shall be and the same is hereby extended to December 13, 1969, in the principal amount of \$5,855.00, with the understanding that the Doed of Trust securing the same shall remain in full force and effect, and the interest is now Ten (10) Per Cent per annum.

WITNESS our hands this 14th day of September, 1969.

SHARPSTOWN STATE BANK

THE STATE OF TEXT

COUNTY OF HARRIS

BEFORE MR, the undersigned, a Notary Public in and for said County and State, on this day personally appeared Anthony and Beverly Zanakos, known to me to be the persons whose names are subscribed to the foregoing instrument and ascknowledged to me that he executed GIVEN UNDER MY HAND AND SEAL OF OFFICE, This the

of September, 1969.

Notary Public in and for Harris County, Texas

> FILED FOR RECORD AT 3 45 OCLOCK

> > SEP 22 **1969**

CLERK COUNTY COUNTY, BRAZORIA COL, TEKAS Jummus

:<u>.</u>

THE STATE OF TEXAS COUNTY OF HARRIS

WHEREAS, ANTHONY OR BEVIELY JOYCE SANAROS, executed a promissory note payable to the order of the SMARPSTOWN STATE BANK, in the sum of \$5,855.00, on or before Minety (90) days after date, secured by Dead of Trust executed to J. H. Westmoreland, Trustee, recorded in the Mortgago Records of Harris County, Texas in Volume 336, Page 365, Mortgage Records, Brazoria County, Texas and said parties have agreed to extend the time of payment of said note in the amount of \$5,855.00.

NOW, THEREFORE, it is agreed that the maturity of said note shall be and the same is hereby extended to March 13, 1970, in the principal amount of \$5,355.00, with the understanding that the Deed of Trust securing the same shall remain in full force and effect, and the interest is now Ten (10) Per Cent per snmm.

WITNESS our hands this 16th day of December, 1969.

THE STATE OF TRIAS

COUNTY OF HARRIS

BAYORE FE, the undersigned, a Notary Public in and for said County and State, on this day personally appeared Anthony and Beverly Zanakos, known to me to be the persons whose asmes are subscribed to the foregoing instrument and admovledged to me that he executed the same for the purpose and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE. This the 18 to day of December, 1969.

Notary Public in and for Harris

FILED FOR RECORD AT SO O'CLOCK A. M.

DEC 30 1969

R. R. STEVENS, JA. CLERK COUNTY OWNET - BRAZORIA COUNTY TEXAS

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EXTENSION AGREEMENT

DEED OF TRUST

THE STATE OF TEXAS COUNTY OF HARRIS

VOL 356 PAGE 811

WHEREAS, ANTHONY OR BEVIEL! JOYCE ZANAROS, executed a promissory note payable to the order of the SKARPSTOWN STATE BANK, in the sum of \$5,269.50. on or before Minety (90) days after date, secured by Deed of Trust executed to J. H. Westmoreland, Trustee, recorded in the Mortgage Records of Harris County, Texas in Volume 336, Page 365, Mortgage Records, Brazoria County, Texas and said parties have agreed to extend the time of payment of said note in the amount of \$5,269.50.

NOW, THEREFORE, it is agreed that the maturity of said note shall be and the same is hereby extended to June 11, 1970, in the principal emount of \$5,269.50, with the understanding that the Deed of Trust securing the same shall remain in full force and effect, and the interest is now Ten (10) Fer Cent per annum.

WITNESS our hards this 13th day of March, 1970.

THE STATE OF TEXAS

COUNTY OF HARRIS

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared Anthony and Beverly Zanakos, known to me to be the persons whose names are subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purpose and consideration therein expressed.

MYAN, THOUR MY HAND AND SEAL OF OFFICE, Tole the 3000

Notary Public in and for Harris

County, Texas

FILED FOR RECO 3:4/5 O'CLOCK

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EXTENSION AND

THE STATE OF TELAS [

COUNTY OF HARRIS Y

WHEREAS, Anthony Zenakos and Beverly Joyce Zenakos executed a promissory note payable to the order of SHARPSTOWN STATE BANK in the sum of \$4,742.55 on or before Minety (90) Days after date, secured by Deed of Trust executed to J. H. Westmoreland, Trustee, recorded in the Mortgage Records of Brasoria County, Texas in Volume 336 Page 365, and said parties have agreed to extend the time of payment of said note.

NOW, THEREFORE, it is agreed that the maturity of said note shall be the same is hereby extended to January 27, 1971, with the understanding that the Deed of Trust securing the same shall remain in full force and effect, and the interest is now Ten (10) Per Cent per annum.

WITNESS our hands this the 27th day of Cerone., 1970.

SHARPSTOLIN STATE BANK

WICE FRESIDENT

CASHIER

ANTHONY ZANAKOS

BEVERLY JOYGE/ZANAKOS

THE STATE OF TEXAS

COUNTY OF HARRIS: 1

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared inthony Zanakos and wife. Beverly Joyce Zanakos, known to us to be the persons whose names are subscribed to the foregoing instrument and acknowledged to us that they executed the same for the purpose and consideration therein expressed.

GIVER UNDER MY HAND AND SEAL OF OFFICE, the 27th day of Technol, 1970.

ROTARY PUBLIC in and for HARRIS COUNTY, TEXAS

THE STATE OF TEXAS |

CHINTY OF HARRIS |

BEFORE ME, the undersigned, a Motary Public in for said County and State, on this day personally appeared for the county of the county of the county of the county of the county of the county of the county of the county of the county of the county of the county of the county of the county of the county of the county of the county of the county of the county of the county of the county of the county of the county of the county of the county of the county of the county of the county of the county of the county of the county of the county of the county of the county of the county of the county of the county of the county of the county of the county of the county of the county of the county of the county of the county of the county of the county of the county of the county of the county of the county of the county of the county of the county of the county of the county of the county of the county of the county of the county of the county of the county of the county of the county of the county of the county of the county of the county of the county of the county of the county of the county of the county of the county of the county of the county of the county of the county of the county of the county of the county of the county of the county of the county of the county of the county of the county of the county of the county of the county of the county of the county of the county of the county of the county of the county of the county of the county of the county of the county of the county of the county of the county of the county of the county of the county of the county of the county of the county of the county of the county of the county of the county of the county of the county of the county of the county of the county of the county of the county of the county of the county of the county of the county of the county of the county of the county of the county

SEFURE ME, the undersigned, a Motary Public in for said County and State, on this day personally appeared Annual State, vice President of SRIMPSTOWN STATE BANK, known to he to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed, and in the capacity therein stated as the act and deed of said banking corporation.

October , 19 AT J. D.S O'CLOCK A. M. NOTARY PUBLIC in and for HARRIS COURT,

NOV 1 7 1970

H. R. STEVENS, JR.
CLERK COUNTY CHIEF. BRANCHIA COUNTY TEAMS
BY COOL OPPUTY

15

No. 22634--(15-1716)--Deed of Trust-Sheet 3 of 5--Gints 4 | ffee. 6-651

THE STATE OF TEXAS

COUNTY OF BRAZORIA

KNOW ALL MEN BY THESE PRESENTS:

This DEED OF TRUST, made and entered into by and between Anthony Zanakos and wife. Beverly Toyce Zanakos.

County, Texas, hereinafter called GRANTOR (whether of Harris one or more) and Clarence Meyer Harris County, Texas, hereinafter called TRUSTEE, and First State Bank of Bellaire οf οf County, Texas, hereinafter called HOLDER, to-wit:

GRANTOR, for the purpose of securing the indebtedness hereinafter described, and the further consideration of \$10.00 to GRANTOR paid by TRUSTEE, receipt of which is hereby acknowledged, and the further consideration, uses, purposes and trusts herein set forth, have SOLD, GRANTED AND CONVEYED, and by these presents do SELL, GRANT AND CONVEY unto TRUSTEE, and his substitutes, successors and their assigns, the following described real property, to-wit:

> Tract 23, being 5 acres, of the Brazos Coast Investment Company Subdivision #8, in the F. J. Calvit League, Abstract 51, Brazoria County, Texas, according to the recorded map or plat the eof in Volume 2, at pages 143-144 of the Plat Records of Brazoria County, Texas.

together with all improvements thereon and all electrical wiring, switches and equipment, pipes and plumbing fixtures, furnaces and other heating equipment, air-conditioning units, ducts and equipment, windows, screens, shades, awnings and all other fixtures and equipment now in, on, or connected with or that may be hereafter added or substituted in place of, or connected with the above described real property, all of which fixtures and equipment shall, for all purposes, be deemed attached to and a part of said real property and all rents, revenues and royalties, incidental thereto or arising therefrom.

2. TO HAVE AND TO HOLD the above described property, together with all rights, privileges, appurtenances, rents, royalties, income, abstracts of title, title papers, and insurance policies appertaining or thereunto belonging, to TRUSTEE and his substitutes, successors and their assigns forever; and GRANTOR hereby covenants to warrant and defend the title to said property against the claim or claims of all persons whomsoever.

### voc 374 au 811

- 3. In Trust, however, to secure the full payment of the following indebtedness: One certain promissory note of even date herewith for the principal sum of \$4,100.00, executed by Anthony Zanakos and wife, Beverly Joyce Zanakos, payable to the order of First State Bank of Bellaire, in Bellaire, Texas, with interest from date at the rate of 8% per annum, said note payable in 60 monthly installments of \$83.14 each, including interest, the first installment due on or before the same day of each month thereafter until said note is fully paid.
- 4. Should GRANTOR make prompt payment of the above described note as the same shall become due and payable and perform all of the acts, conditions, obligations and covenants contained in this deed of trust and in said above described note, the terms of which are incorporated herein by reference, this DEED OF TRUST shall become null and void, and shall be released by HOLDER at the expense of GRANTOR.
  - 5. GRANTOR COVENANTS AND AGREES AS FOLLOWS:
- (a) PAYMENTS: Grantor will pay the principal and interest of the above described note in accordance with the terms thereof.

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- (d) TAXES: Grantor will pay all taxes and assessments that are or may become due and payable on the above described property under any law, ordinance or regulation whether made by federal, state or municipal authority, before any interest or penalty accrues thereon.
- (f) TITLE: Grantor warrants that said above described property is free from encumbrances and that GRANTOR is lawfully seized of said property.

- (h) CONDEMNATION: Grantor agrees that in the event any portion of the above described property is taken by the right of eminent domain, all sums which may be awarded to GRANTOR in any condemnation proceedings shall, at the option of HOLDER, be applied on the above described indebtedness.
- (1) APPLICATION OF PAYMENTS: Grantor agrees that in the event any portion of the above described indebtedness cannot be lawfully secured by the liens renewed, extended or granted by this deed of trust on the above described property, all payments made on said indebtedness shall be applied to the discharge of that portion of said indebtedness until same is paid.
- (j) PRIOR LIENS: Grantor agrees that in the event any lien, charge, or encumbrance is claimed or asserted by any person or party to be prior or superior to the lien of this DEED OF TRUST, to immediately pay off, discharge or remove such lien, charge or encumbrance from the above described property, whether or not the same prove in fact to be prior or superior to the lien of this DEED OF TRUST.
- (k) COST: Grantor will pay, on demand, for all abstracts, title policies, recording fees and attorneys' fees necessary to complete this transaction.
- 6. Should GRANTOR fail or refuse to make prompt payment of the above described note as the same shall become due and payable or fail or refuse to perform any of the acts, conditions, obligations and covenants herein provided, then this DEED OF TRUST shall remain in force and effect and HOLDER shall be entitled, without being under legal obligation to do so, to exercise the option of:
- (a) Declaring the whole of the note secured by this DEED OF TRUST, including principal, interest and all sums and expenses expended by HOLDER for and in behalf of GRANTOR as herein provided, immediately due and payable and instituting suit for the collection of same, and for the foreclosure of this deed of trust lien.
- (b) Declaring the whole of the note secured by this DEED OF TRUST, including principal, interest and all sums and expenses expended by HOLDER for and in behalf of GRANTOR as herein provided, immediately due and payable, with or without notice to GRANTOR and without presenting for payment any matured part of the indebtedness secured by this DEED OF TRUST, and cause trustee sale to be made.
- (c) Performing or causing to be performed for and in behalf of GRANTOR any acts, conditions, obligations and covenants which GRANTOR has failed or refused to perform and all sums so expended, including attorneys' fees, court costs, agent's fees or commissions, or any other cost or expense of any type or nature, shall bear interest from the date of payment at the rate of 10% per annum, and shall be payable at the place designated in the above described note and shall be secured by the lien or liens securing the payment of the above described note and payable on demand.
- 7. Should HOLDER elect to exercise the option on enforcing this trust by trustee's sale as above provided, it shall be the duty of TRUSTEE upon request to do so by HOLDER, to sell the above described property, or any part thereof, at public vendus to the highest bidder for cash at the door of the courthouse of the county in which said property is situated, first giving 21 days public notice of the time, terms, and place of said sale

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and of the property to be sold, by notice given in the manner at such date required by the laws of the State of Texas for sale of real estate under deeds of trust, and upon such sale said TRUSTEE shall execute and deliver a deed or deeds conveying in fee simple the property sold to the purchaser or purchasers thereof, with full covenants of warranty, conveying all the title which GRANTOR has in said premises at the date of said sale or had at the date of execution thereof, and shall receive the proceeds of said sale, out of which shall be paid, first, the cost and expenses of executing this trust, including compensation of 5% of the amount due at said date on said indebtedness to TRUSTEE for his services; next, to the payment of all sums of money that may have been expended by HOLDER for and in behalf of GRANTOR as herein provided; next, to the full payment of principal, interest and attorney's fees due and unpaid on the note secured by this DEED OF TRUST, and the remainder, if any, shall be paid to GRANTOR. It is agreed that the recitals in the conveyance to the purchaser, or purchasers, shall be full and conclusive evidence of the truth of the matters therein stated, and all prerequisites to said sale shall be presumed to have been performed, and such sale and conveyance shall be conclusive against GRANTOR, his heirs and assigns.

- 8. HOLDER shall have the right to become the purchaser at all sales to enforce this trust, being the highest bidder, and to have the amount for which such property is sold credited on the debt then owing.
- 9. If the above named TRUSTEE should die, resign, remove from the State of Texas, become disqualified from acting, or fail or refuse to act when requested by HOLDER to do so, HOLDER shall have full power to appoint, without notice to GRANTOR, by an instrument in writing, a substitute trustee, and, the right to appoint a substitute trustee shall exist as often and whenever from any of said causes, any trustee, original or substitute cannot or will not act, and said substitute trustee shall succeed to all the estates, rights, powers, and duties of the above named TRUSTEE.
- 10. In the event the money secured by this DEED OF TRUST, or any part thereof, is used to pay off or discharge any lien, charge or encumbrance upon or against the above described property, HOLDER shall be subrogated to all such liens, charges or encumbrances so paid off, satisfied or discharged, and to all of the rights of the person or persons to whom such payments are made.
- 11. In no event shall GRANTOR or any party liable on the above described note be required to pay interest in excess of the rate allowed by the Laws of the State of Texas, it being the intention of the parties to conform strictly to the usury laws now in force and the above described note or the contract for interest shall be held to be subject to reduction to the amount allowed under said usury laws as now or hereafter construed by the courts having jurisdiction.
- 12. As additional security for the payment of the above described note, GRANTOR does hereby sell, transfer, and assign unto HOLDER, all rents and revenues, together with the landlord's lien that may accrue by reason of any lease or contract on the above described property and the right to take possession of and rent for the account of GRANTOR said above described property; provided however, that so long as GRANTOR complies with all of the terms and conditions herein, GRANTOR may collect and retain all

### vol 374 14 814

such rents and revenues; but if GRANTOR fails or refuses to comply with all the terms and conditions herein, HOLDER shall have the option of demanding and collecting said rents and revenues and taking possession of said above described property and renting same for and on behalf of GRANTOR and applying all rents and revenues upon the above described indebtedness after deducting all costs of collection and administration. HOLDER shall not be liable for demages to any person arising from the condition of the premises during the time that HOLDER has possession or is collecting the rents and revenues, but such damages, if any, shall be the obligation of GRANTOR, and GRANTOR agrees to keep HOLDER harmless in such event.

- 13. In the event of a foreclosure under the power granted hereby the owner or owners in possession, their heirs, assigns and legal representatives, or any person holding under them or in possession of the above described property, shall thereupon become the tenant or tenants at will of the purchaser at such foreclosure sale; and should such tenants, owners, or persons in possession fail or refuse to surrender said premises on demand, the purchaser shall thereupon become entitled to institute and maintain the statutory action of forcible detainer, and procure a writ of possession thereunder.
- 14. The above named HOLDER or any other owner or holder of the above described note is herein called HOLDER and all of the terms, conditions and covenants contained in this DEED OF TRUST shall bind and inure to and be for the benefit of the respective heirs, executors, administrators, successors, and assigns of the GRANTOR and HOLDER.
- 15. Whenever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall include all genders, wherever the context so admits.
- 16. The exercise by HOLDER of any right or option hereupder shall not constitute a waiver of the right to exercise any other right or option hereunder and the failure of HOLDER to exercise any right or option hereunder shall not constitute a waiver of said right or option or any other right or option hereunder.
- 17. This Deed of Trust is executed in renewal and extension, but not in extinguishment, of the unpaid balance owing on that one certain promissory note dated December 9, 1968, for the principal sum of \$6,200.00, executed by Anthony Zanakos and wife, Beverly Joyce Zanakos, payable to the order of Sharpstown State Bank, in Houston, Texas, as therein stipulated, said note being secured by aDeed of Trust of even date therewith to J. H. Westmoreland, Trustee, recorded in Volume 336, at page 362 of the Deed of Trust Records of Brazoria County, Texas, as renewed and extended by Volume 344, at page 643, Volume 349, at page 132, Volume 353, at page 330, Volume 356, at page 811, and Volume 367, at page 524 of the Deed of Trust Records of Brazoria County, Texas.

WITNESS OUR HANDS this the /U day of _______, 1971

Anthony Zanakos

Beverly Joyce Zanakos

#### 😼 DEED OF THUST

va 374 - 815

THE STATE OF TEXAS

COUNTY OF James

Before me, the undersigned authority, on this day personally appeared Anthony Zanakos and wife, Beverly Joyce Zanakos, known to me to be the persons whose names are subscribed to the toregoing instrument, and acknowledged to me that they executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the - day of

Notary Public, County, Texas.

THE STATE OF TEXAS

COUNTY OF

Before me, the undersigned authority, on this day personally appeared and his wife , known to me to be the

persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the day of . 19 .

Notary Public,

County, Texas.

FILED FOR RECORD

AUS: 55 0'CLOCK M.

APR 20 1971

THE STATE OF TEXAS

COUNTY OF

CLERK COUNTY COUNTY - BRAZURIA COUNTY TEAMS
BY COPULY

Before me, the undersigned authority in and for said county and state, on this day personally appeared known to me to be the person—whose name is subscribed to the foregoing instrument, and acknowledged to me that—he—executed the same as the act and deed of for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the day of , 19 .

Notary Public, County, Texas.

M. DEED OF TRUST TO VOL. 375 TARE 769

**676**6

THE STATE OF TEXAS )
COUNTY OF HARRIS )

In consideration of the payment of indebtedness described in and secured by the liens created by the instruments hereinafter mentioned, the subscriber, as the legal owner and holder of such indebtedness, does hereby release from the operation of the liens thereby created, the real property described in the instruments of record in the office of the County Clerk of Brazoria County, Texas, as follows, to-wit:

Deed of Trust dated December 9, 1968 from Anthony Zanakos and wife, Beverly Joyce Zanakos, recorded in Volume 336, page 362 of the Deed of Trust Records of Brazoria County, Texas, securing the payment of one certain promissory note of even date therewith in the original principal sum of \$6200.00 executed by Anthony Zanakos and wife, Beverly Joyce Zanakos, and payable to the order of Sharpstown State Bank, and covering the hereinafter described property; and whereas said note has been renewed and extended by agreement dated June 16, 1969, recorded in Volume 344, page 643 of the Deed of Trust Records of Brazoria County, Texas; as renewed and extended by agreement dated September 14, 1969, recorded in Volume 349, page 132 of the Deed of Trust Records of Brazoria County, Texas; as renewed and extended by agreement dated December 16, 1969, recorded in Volume 353, page 330 of the Deed of Trust Records of Brazoria County, Texas; and as renewed and extended by agreement dated March 13, 1970, recorded in Volume 356, page 811 of the Deed of Trust Records of Brazoria County, Texas:

Tract 23, being 5 acres of the Brazos Coast Investment
Company Subdivision #8, in the F. J. Calvit League, Abstract #51, Brazoria County, Texas, according to the
recorded map or plat thereof in Volume 2, page 143-144
of the Plat Records of Brazoria County, Texas.

The indebtedness represented by the above described note having been fully and finally paid, the liens securing same are hereby released.

EXECUTED this the 4 day of least, 1971.

FEDERAL DEPOSIT INSURANCE CORPORATION, AS RECEIVER OF SHARPSTOWN STATE BANK,

HOUSTON, TEXAS:

Melville B. Bennett, Agent and Attorney in Fact

# # DEED OF PRVIST (% VOL. 375 PAGE 701

THE STATE OF TEXAS )

COUNTY OF HARRIS

BEFORE ME, the undersigned authority, on this day personally appeared Melville B. Bennett, as Agent and Attorney in Fact for Federal Deposit Insurance Corporation, as Receiver of Sharpstown State Bank, Houston, Texas, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, as the act and deed of said Corporation, and in the capacity as therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS the 4-day of

. 1971

Notary Public in and for

Harris County, Texas.

FILED FOR RECORD
AT #: 05 0'CLOCK M

MAY 5 - 1971

CLEM COUNTY CHART - BRAINING COUNTY TEXAS

5-12-78

# vs.1410 mes 128 EASEMENT

File	No.		
Job	No	WA 14099	
Cou	ntv _	Brazoria	
		5624 D	

23896

STATE OF TE	XAS . }
COUNTY OF	BRAZORIA \$
KNOW ALL M	ien by these presents:
THAT	Anthony Zanakos and wife, Beverly Joyce Zanakos
	· of
Houston Lightin	County, Texas, for and in consideration of One Dollar (\$1.00) to
l. Calvit Leag Colume 2, Page Property descr	the Brazos Coast Investment Company's, Inc. Subdivision No. 8, in the S. gue, Abstract No. 51, according to the map or plat thereof recorded in 2 141 of the Map Records of Brazoria County, Texas, and being the same ribed in a deed from L. S. Womack to herein Grantors and recorded in age 345 of the Deed Records of said County and State.
eet in lengt hown by a cro ower Company asement five	herein granted is an unobstructed easement five (5) feet in width and 36 h, being the southwesterly one-half (1/2) of a 10-foot wide easement as osshatched area on Sketch No. 78-0573, prepared by Houston Lighting & , hereto attached and made a part hereof and an unobstructed aerial (5) feet wide from a plane twenty (20) feet above the ground upward, westerly of and adjoining said 5-foot wide easement,
	•
	•
	·
	the rights of ingress and egress to or from said right-of-way for the purpose of con- cting, repairing, maintaining, and removing said lines.
WITNESS_	hand this day of JUNE 1975
	X Certhout zavalas
	Anthony Zanakos
<del></del>	Beverly Jayce Zahiakos
	better ly doyce remarks /

# wa1410 mm129

DIALD OF TRANS	County			
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STATE OF TEXAS	)	_		
HARRIS	County	•	, ,	•
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STATE OF TELAS	<b>3</b>	Notary's Name Pri	ANKER nted or Typed	Programs
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P. O. Kupec
HOUS ON CONTING & POWER COMPANY
BOX 1700
HOLLOW, TEXAS, 77001

F. J. CALVIT LEAGUE A~5/ MARLIN AVE 14753 to & of Gulfview --PISC IO EASEMENT Anthony Zanakos et ux 161.956 Pg.345 Chromalloy American Corporation Vol. 1266 Po. 290 A0.290 BRAZOS COAST INVESTMENT COMPANY'S SUBDIVISION NO.8 1612 Pg. 141-142 B.C.M.R. 23 24 HE: REVISIONS EASEMENT UNOBSTRUCTED HOUSTON LIGHTING & POWER CO. E ENTER ORS OF ALL EASEMENTS ARE TO JOS NO. TERSECT WITH THE EXTERIORS OF ALL REVISED BY COUNTY . BRAZORIA MINIOLE ENSUSERS BRINIOLE HOUSTON, TEXAS DATE ENGINEERING DEPARTMENT PROPERTY LINES. DATE: 4/27 .19 78 SCALE 1" : 20" CHECKED OF

#8 56240 18 W.A. 14099 W. R. G.

SKETCH NO. 78-0573

## val 1499 met 730

5752

#### , LEASE AGREEMENT

This lease agreement is made and entered into on the dates acknowledged by the parties executing this agreement, and is to be effective as of the commencement date of the term of the lease. Lessor is Anthony Sanakos, a resident of Harris County, Texas. Lessee is Chromalloy American Corporation, Gulfco Division, a business corporation.

#### I. DEMISE OF LEASE PREMISES

1.1 Lessor for and in consideration of the rents, covenants and promises herein contained to be performed by Lessee, does hereby lease and demise to Lessee, and Lessee does hereby rent and accept from Lessor, the following described property situated in Brazoria County, Texas:

Tract No. 23, of Brazos Coast Investment Company Subdivision No. 8, F. J. Calvit League, Abstract 51, Brazoria County, Texas, according to the map or plat thereof duly of record in the plat records of Brazoria County, Texas, to which reference here is made for all appropriate purposes.

1.2 This lease is of the surface only of the described premises and Lessee takes the premises subject to all easements or restrictions of record or visible, and subject to all valid zoning laws.

#### II. LEASE TERM

- 2.1 This lease shall be for a term of one hundred and eighty months, referred to as the lease term, commencing on November 20, 1976 and ending on November 19, 1991; subject, however, to earlier termination as hereinafter provided.
- 2.2 If Lessee shall hold over after the expiration of the lease term, or any extension, such tenancy shall be from month to month on all the terms, covenants and conditions of this lease.

#### III. RENT

3.1 Lessee agrees to pay to Lessor as rental for the use and occupancy of the lease premises under this lease a rental, calculated below, payable in monthly installments

## VDL 1499 PAGE 731

in advance on the twentieth day of each month, the first month's rental payment due on November 20, 1976. When the twentieth day of the month falls on a Sunday or a national holiday, the rental shall be payable on the next day thereafter which is neither a Sunday nor a national holiday.

- 3.2 The base rent shall be \$400.00 per month for the first twelve months. For the second and each succeeding twelve month period of the lease, the base rent shall be the previous year's total rent calculated in accordance with the formula set out in 3.3 below.
- 3.3 In addition to the base rent, for the second twelve month period and each twelve month period thereafter, there shall be a rent increment based upon 60% of the increase or decrease in the U. S. Government wholesale price index. The increase or decrease shall be the percentage by which the average index for August, September and October of the preceding twelve month period differs from the index for November, 1976, multiplied by the base rent for each month of the twelve month period in question. Provided, however, in no event shall the total rent ever be less than the initial year's base rent of \$400.00 per month.

#### Examples:

(a) For lease year 11/20/77 ~ 11/19/78 (index 11/76 was 150):

month	index	increase	percentage
8/77	166.5	16.5	118
9/77	165	15	10%
10/77	163.5	13.5	3) 30%
		•	1.00

Average increase 10%

.10 x .6 = .06 (60% of average increase)

 $1.06 \times base 400 = $424.00$ 

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(b) For lease year 11/20/78 - 11/19/79 (index 11/76 was 150):

month	index	increase	<u>percentage</u>
8/78	171	21	14%
9/78	172.5	22.5	154
10/78	174	24	3) 164 458
		Average increase	15%

 $.15 \times .6 = .09$ 

 $1.09 \times base 424 = $462.16$ 

(c) For lease year 11/20/79 - 11/19/80 (index 11/76 was 150):

month	index	decrease	percentage
8/79	135	15	10%
9/79	136.5	13.5	91
10/79	133.5	16.5	3) 30%
		Average decrease	10%

 $.10 \times .6 = .06$ 

 $1.00 - .06 = .94 \times base 462.16 = $434.43$ 

- 3.4 Rental installments shall be paid to Lessor at the notice address set out hereafter.
- 3.5 Time is of the essence in rental payments. Acceptance of one or more late rental payments by Lessor shall not waive the requirement for timely payment of future rental payments. Checks are acceptable payment, but should payment of a check be refused by Lessee's bank for any reason, such check shall not be considered payment for any purpose.

#### IV. BONUS PAYMENT

In addition to the rental, Lessee shall make a single payment to Lessor, on or before January 1st, 1977, of the sum of \$5,000.00 as additional inducement to Lessor for entering into this lease and in compensation for certain expenses and forebearance of Lessor prior to the beginning date of the lease.

### DEE0 vol. **1499** moe **733**

#### V. TAXES

- discharge all ad valorem taxes and general and special assessments which during the term of this lease may be levied on or assessed against the leased premises and all interests therein and all improvements in other property thereon, whether belonging to Leasor or to Lessee, or to which either of them may become liable. Lessee shall pay all such ad valorem taxes and assessments to the public officer charged with the collection thereof not less than fifteen days before the same shall become delinquent, unless he agrees to indemnify and save harmless Lessor from all such ad valorem taxes, assessments, and penalties for delinquency. Lessee shall have the right at its sole cost and expense to contest any such ad valorem taxes and assessments.
- 5.2 Subject to the right of the Lessee to contest ad valorem taxes and assessments as above provided, Lessor may at any time that the payment of any such items which Lessee is obligated to pay remains unpaid give written notice to Lessee of its default. If Lessee continues to fail to pay such items or to contest the same in good faith, then at any time after 30 days from such written notice, Lessor may pay the items specified in the notice and Lessee covenants on demand to reimburse and pay Lessor any amount so paid or expended in the payment of the items specified in the notice, with interest thereon at the rate of 10% per annum from the date of such payment by Lessor until repaid by Lessee. If Lessor pays any such item which has not been paid by Lessee within the time required without giving the 30 days notice above provided for, Lessee shall nevertheless reimburse Lessor for such item, but without interest.

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#### VI. UTILITIES

Lessee shall pay or cause to be paid all charges for water, heat, gas, electricity, sewers and any and all other utilities used on the lease premises throughout the term of this lease, including any connection fees.

#### VII. USE OF PREMISES

Lessee shall have the right to use the leased premises for any lawful purposes.

#### VIII. CONSTRUCTION BY LESSEE

- 8.1 Lessee shall have the right at any time and from time to time during the term of this lease to erect, maintain, alter, remodel, reconstruct, rebuild, replace and remove buildings and other improvements on the leased premises, to alter the contour of the leased premises provided such alteration does not increase the possibility of flooding or erosion, and to dredge slips and canals provided such slips and canals are at all times maintained as private waterways and do not substantially reduce the area of the leased premises.
- 8.2 The cost of any such construction, reconstruction, demolition, change or improvements shall be borne and paid for by Lessee.
- 8.3 Lessee agrees to have all mechanic's and materialmen's liens removed within a reasonable time and before execution and levy if any are filed.
- 8.4 Lessee shall have the right at any time during Lessee's occupancy of the leased premises, or within a reasonable time thereafter, to remove any and all buildings, improvements, fixtures, and all equipment owned or placed by Lessee, its sublessees or licensees, on, under or in the leased premises. Lessee shall have the obligation to remove such buildings, improvements, fixtures and equipment owned or placed by Lessees, its sublessees or licensees,

# DEED vol. 1499 PAGE 735

within a reasonable time after termination of the lease upon written demand by Lessor. Any buildings, improvements, fixtures or equipment which are not removed shall become the property of Lessor.

#### IX. CONDEMNATION

- 9.1 In the event the leased premises or any part thereof shall be taken for public or quasi-public purposes by
  condemnation as a result of any action or proceeding in
  eminent domain, or shall be transferred in lieu of condemnation to any authority entitled to exercise the power of
  eminent domain, the interests of Lessor and Lessee in the
  award or consideration for such transfer and the effect
  of the taking or transfer on this lease shall be as provided
  by this article.
- 9.2 In the event the entire leased premises is taken or so transferred, this lease and all of the right, title and interest thereunder shall cease on the date title to such land so taken or transferred vests in the condemning authority. The proceeds of such condemnation attributable to the land shall be divided during the first year of this lease, 85% to Lessor and 15% to Lessee; and for condemnations occurring during subsequent years of the lease, the amount received by Lessee shall be 1% less for each year that the lease has been in force. The proceeds attributable to improvements shall be awarded 100% to Lessee.
- 9.3 In the event of the taking or transfer of only a part of the leased premises leaving the remainder of the premises in such location and in such form, shape or reduced size as to be not effectively and practicably usable in the opinion of Lessee for the purpose of operation thereon of Lessee's business, this lease and all right, title and interest thereunder shall cease on the date title to the land or the portion thereof so taken or transferred vests in the condemning authority. The proceeds of such condemnation

shall be divided in the same manner as when the entire leased premises is condemned.

- 9.4 In the event of such taking or transfer of only a part of the leased premises, leaving the remainder of the premises in such location and in such form, shape or size as to be used effectively and practicably in the opinion of Lessee for the purpose of operation thereon of Lessee's business, this lease shall terminate and end as to the portion of the premises so taken or transferred as of the date title to such portion vests in the condemning authority, but shall continue in full force and effect as to the portion of the leased premises not so taken or transferred. From and after such date, the rental required to be paid by Lessee to Lessor shall be reduced during the unexpired portion of this lease to that proportion of the monthly rental heretofore set out which the value of the part of the leased premises not so taken bears to the value of the total of the leased premises (both such values excluding the value of improvements), such values to be determined as of the date of the actual commencement of the physical taking of said premises when Lessee is disturbed in its possession as a result thereof but immediately before any actual taking. Such values shall be determined by arbitration.
- 9.5 A voluntary conveyance by Lessor to a public utility, agency or authority under hreat of a taking under the power of eminent domain a lieu of formal proceedings shall be deemed a taking within the meaning of this article.

#### X. INDEMNITY

Lessor shall not be liable for any loss, damage or injury of any kind or character to any person or property arising from any use or maintenance of the leased premises or any part thereof, or caused by any defect in any building,

### VM 1499 MGE 737

structure or other improvement thereon or in any equipment or other facility therein, or caused by or arising from any act or omission of Lessee or any of Lessee's agents, employees, licensees or invitees, or by or from any accident on the land or any fire or other casualty thereon, or occasioned by the failure of Lessee to maintain the premises: in safe condition, or arising from any other cause whatsmever. Lessee hereby waives on its behalf and on behalf of any of Lessee's insurers or other subrogees all claims and demands against Lessor for any such loss, damage or injury of Lessee. Lessee hereby agrees to indemnify and hold Lessor entirely free and harmless from all liability for any such loss, damage or injury of other persons or: other property, and from all costs and expenses arising therefrom.

Lessor hereby agrees to indemnify and hold Lessee entirely free and harmless from all liability for any less, damage or injury of other persons or property and from all costs and expenses arising therefrom if loss or damage results from negligence of Lessor, his agents, employees or representatives.

#### XI. ASSIGNMENT AND SUBLEASE

Lessee may sell or assign its leasehold estate in its entirety or any portion of the unexpired term thereof, or may sublet the leased premises or any portion of the same from time to time, and the rights of Lessee, or any successor or assignee of Lessee, may pass by operation of law. Each such transfer, assignment or sale shall be subject, however, to the obligations to Lessor as set forth in this instrument and shall not release Lessee of its obligations hereunder.

#### XII. DEFAULT AND REMEDIES

12.1 Should Lessee default in the performance of any covenant or agreement in this lease, and such default is

not corrected within 30 days after receipt of written notice from Lessor to Lessee, Lessor may declare this lease, and all rights and interests created by it, to be terminated. Upon Lessor's election to terminate, this lease shall cease and come to an end as if that were the day originally affixed herein for the expiration of the term hereof. Lessor, his agent or attorney, may resume possession of the premises and relet the same for the remainder of the term for the best rent Lessor, his agent or attorney, may obtain for the account of Lessee, who shall make good any deficiency.

- 12.2 Any termination of this lease as herein provided shall not relieve Lessee from the payment of any sum or sums that shall then be due and payable to Lessor hereunder, or any claim for damages then or theretofore accruing against Lessee hereunder, and any such termination shall not prevent Lessor from enforcing the payment of any such sum or sums or claim for damages by any remedy provided for by law, or from recovering damages from Lessee for any default thereunder. All rights, options and remedies of Lessor contained in this lease shall be construed and held to be cumulative, and no one of them shall be exclusive of the other, and Lessor shall have the right to pursue any one or all of such remedies or any other remedy or relief which may be provided by law, whether or not stated in this lease. No waiver by Lessor of a breach of any of the covenants, conditions or restrictions of this lease shall be construed or held to be a waiver of any succeeding or preceding breach of the same or any other covenant, condition or restriction contained herein.
- 12.3 Notwithstanding the exercise by Lessor of any remedy, the same shall not affect the existence of subleases covering any portion of the leased premises entered into with Lessee, in accordance with the terms of this lease.

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#### XIII, MISCELLANBOUS

13.1 All rents or other sums, notices, demands or requests from one party to another may be personally delivered or sent by mail, certified or registered, postage prepaid, to the addresses stated in this paragraph, and shall be deemed to have been given at the time of personal delivery or upon the date of receipt.

To Lessor: 1234 Choate Road, Houston, Texas 77034, or at such other address as Lessor shall request in writing.

To Lessee: Drawer O, Freeport, Texas 77541, or at such other address as Lessee shall request in writing.

- 13.2 This agreement shall be binding upon and inure to the benefit of the parties hereto and the respective heirs, executors, administrators, legal representatives, successors and assigns where permitted by this agreement.
- 13.3 This agreement shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Brazoria County, Texas.
- 13.4 In case any one or more of the provisions contained in this agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision hereof and this agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.
- 13.5 This agreement constitutes the sole and only agreement of the parties hereto and supersedes any prior understandings or written or oral agreements between the parties respecting the within subject matter.
- 13.6 No amendment, modification or alteration of the terms hereof shall be binding unless the same be in writing, dated subsequent to the date hereof, duly executed and acknowledged by the parties hereto.

- 13.7 In the event Lessor or Lessee breaches any of the terms of this agreement whereby the party not in default employs attorneys to protect or enforce its rights hereunder and prevails, then the defaulting party agrees to pay the other party reasonable attorney's fees so incurred by such other party.
- 13.8 Lessor agrees to release Lessee from any liability for erosion to the leased premises not caused by Lessee's use of the premises.

#### XIV. OPTION TO PURCHASE

At any time during the term hereof, Lessee shall have the right and option to purchase the fee simple title to the leased premises, free and clear of all liens and encumbrances, at a cash price to be agreed upon by the parties. In the event Lessee elects to purchase the leased premises it shall give the Lessor thirty (30) days advance notice thereof, and not later than thirty (30) days thereafter the parties shall close the transaction through the Brazosport Abstract Company or any such other title company as Lessee shall select. At the closing Lessor shall deliver to Lessee, upon receipt of such cash consideration, a general warranty deed to the leased premises, free and clear of all liens and encumbrances and a policy of title insurance, issued by a company of Lessee's choosing, in the full amount of the purchase price guaranteeing title in Lessee, subject only to such easements, right-of-way, and mineral exceptions as are in effect on the date hereof. If such title insurance company refuses to issue such policy because of title defects, then Lessor shall have a period of forty-five (45) days thereafter to cure said defects. In the event such defects are not cured within such time, then Lessee shall have the right to waive such defects and accept the premises without such policy of title insurance or to rescind such option to purchase. If Lessee purchases the leased premises

then this lease shall terminate on the date of such purchase and both parties hereto shall be released of any and all obligations hereunder except those accruing prior to such expiration date. If said purchase option is rescinded as hereinabove provided, or if the parties are unable to agree upon a price, and the Lessee does not purchase said leased premises from Lessor, then this lease shall remain in full force and effect.

LESSOR

Anthony Zanakos Janahor

LESSER

CHROMALLOY AMERICAN CORPORATION, GULFCO DIVISION

By January President

STATE OF TEXAS S
COUNTY OF BRAZORIA S

BEFORE ME, the undersigned authority, on this day personally appeared Anthony Zanakos, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the

day of

, 1977.

____

Notary Public in and for Brazoria

County, Texas

BETTYE J. MURRELL Notary Public Vexorie County, Texas

STATE OF TEXAS S

COUNTY OF BRAZORIA S

BEFORE ME, the undersigned authority, a Notary Public of Brazoria County, Texas, on this day personally appeared

### DEED vol 1499 rage 742

B. L. Tanner of Chromalloy American Corporation, Gulfco Division, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of the said Chromalloy American Corporation, Gulfco Division, a corporation, that he was duly authorized to perform the same by appropriate resolution of the board of directors of such corporation and that he executed the same as the act of such corporation for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 700

January

1977

Notary Public in and for Brazoria

County, Texas

Notary Public
Notary Public
Praceria County, Texas

FILED FOR RECORD AT LOCK A M

FEB 27 1980

H.R. STEVENS, JR.
CLERK COUNTY COURT, BRAZERIA CO., TEX.
DEPUTY

# DEED OF TRUST

7616

#### RELEASE OF LIEN

THE STATE OF TEXAS I KNOW ALL MEN BY THESE PRESENTS:

That in consideration of the payment in full of that certain Promissory Note in the original principal sum of \$4,100.00 dated the 14th day of April, 1971, made by Anthony Zanakos and wife, Beverly Joyce Zanakos, and payable to the order of First State Bank of Bellaire, Texas, said Note being more particularly described in that certain Deed of Trust dated April 14, 1971, to Clarence Meyer, Trustee, of record in Volume 374, Page 810, of the Deed of Trust Records of Brazoria County, Texas, all involving the following described property situated in Brazoria County, Texas:

Tract 23, being 5 acres, of the Brazos Coast Investment Company Subdivision #8, in the F. J. Calvit League, Abstract 51, Brazoria County, Texas, according to the recorded map or plat thereof in Volume 2, at pages 143-144 of the Plat Records of Brazoria County, Texas;

the undersigned, being the owner and holder of said above Note, hereby RELEASES and DISCHARGES the hereinabove described property from any and all liens created by virtue of said Note, and hereby declares said Note, and the lien securing the same, as shown by said Deed of Trust, fully released and discharged.

witness the execution Hereof, this the 13th day of March . 1980.

ATTEST:

FIRST STATE BANK OF BELLAIRE, TEXAS

Taye McBee Secretary,

V.E. Hernandez

eniory President

# DEED OF TRUST VOL 671 PAGE 474

THE STATE OF TEXAS I

personally appeared V. E. Hernandez ,

Senior Vice President of FIRST STATE BANK OF BELLAIRE, TEXAS,
known to me to be the person and officer whose name is subscribed
to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed,
in the capacity therein stated and as the act and deed of said
Bank.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 13th day
March , 1980.



of

Notary Public in and for Harris County. Texas

Harris County, Texas
My Commission Expires: July 22, 1981

BETTY A. ASAF

FILED FOR RECORD

AT 8.20 O'CLOCK R

MAR 17 1980

H. R. STEVENS, JR. CLERK COUNTY COUNTY BRAZONIA CO., TEXAS BY COUNTY COUNTY BRAZONIA CO., TEXAS

# m 1507 ma 613

11069

#### OPTION TERMINATION AND RELEASE

THIS AGREEMENT, entered into by and between CHROMALLOY AMERICAN CORPORATION, a Delaware corporation having its general offices at 120 South Central Avenue, Clayton, Missouri 63105 (hereinafter called "CHROMALLOY"); GULFCO, INC., a Texas corporation having its general offices at Freeport, Texas (hereinafter called "GULFCO"); B. L. TANNER, of Brazoria County, Texas, the sole stockholder of GULFCO (hereinafter called "TANNER"); and FISH ENGINEERING & CONSTRUCTION, INC., a Texas corporation having its general offices at Houston, Texas (hereinafter called "FISH"),

#### WITNESSETH:

WHEREAS, on or about the 30th day of March, 1979, CHROMALLOY did grant unto GULFCO an option to purchase, on a first refusal basis, a copy of such option being attached hereto and identified as Exhibit "A", the following described tract or tracts of land:

Tracts 23, 24, 25, 26, 27 and 55, in Division 8 of the Brazos Coast Investment Company Subdivision in the F. J. Calvit League, Abstract 51, Brazoria County, Texas; and

WHEREAS, on or about the 12th day of November, 1979, GULFCO did sell and convey unto FISH all or substantially all of the assets of GULFCO, including:

All right, title and interest of Gulfco, Inc. (to the extent such interest is assignable) in and to a certain first right of refusal granted by Chromalloy American Corporation by letter dated March 30, 1979, and covering Tracts 23, 24, 25, 26, 27 and 55 in Division 8 of the Brazos Coast Investment Company Subdivision in the F. J. Calvit League, Abstract 51, Brazoria County, Texas; and

WHEREAS, at no time since the 30th day of March, 1979, the date upon which CHROMALLOY granted such option or right of first refusal to GULFCO, has the occasion arisen which would obligate CHROMALLOY to offer all or any part of the aforesaid properties either to GULFCO or to FISH pursuant to the terms of said option

agreement; and

D - 107

## DEED vo. 1507 rec614

WHEREAS, by separate instruments of even date herewith CHROMALLOY is selling and conveying certain of the above properties to FISH pursuant to an agreement arrived at with FISH separately and apart, and being in no way connected with said option dated the 30th day of March, 1979, and that as a result of such contract and sale the parties now desire to terminate said option and to release each other of and from any and all obligations pursuant thereto:

NOW, THEREFORE, in consideration of the foregoing and of the mutual promises and agreements herein contained, the parties hereby agree as follows:

#### Section 1

- 1.1 Effective on the date hereof, the aforesaid first refusal option to purchase which CHROMALLOY granted to GULFCO, INC. on the 30th day of March, 1979, is terminated and of no further force and effect.
- 1.2 FISH, GULFCO and TANNER, jointly and severally, hereby release CHROMALLOY of and from any and all obligations of whatsoever nature which they or any of them may have and which may be based upon or arising out of the aforesaid first refusal option. CHROMALLOY hereby is discharged from all of its obligations under said first refusal option.
- 1.3 CHROMALLOY hereby releases FISH, GULFCO and TANNER, jointly and severally, of and from any and all obligations which they, or any of them, may have to CHROMALLOY and which may be based upon or arising out of the aforesaid first refusal option. PISH, GULFCO and TANNER hereby are discharged from all of their obligations, if any, under said first refusal option.

#### Section 2

This agreement shall be binding upon and inure to the benefit of the parties hereto, their successors, heirs, legal representatives and assigns.

## VOL 1507 MGE 615

WITNESS the execution hereof this the 11th day

of April

, 1980.

CHROMALLOY AMERICAN CORPORATION

James A. Silkwood, Its Agent and Attorney-In-Fagt

FISH ENGINEERING & CONSTRUCTION, INC.

By House

GULFCO, INC.

By BEtanner President

B. L. TANNER Individually

THE STATE OF TEXAS

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COUNTY OF BRAZORIA

I

Agent and Attorney-In-Fact

CHROMALLOY AMERICAN CORPORATION, known to me to be the person
whose name is subscribed to the foregoing instrument, and acknowledged
to me that he executed the same for the purposes and consideration
therein expressed, in the capacity therein stated and as the act
and deed of said corporation.

of April , 1980.

Notary Public in and for County, Texas

My Commission Expires:

_____

MADALYNE REICHENBACH BOZART PRELIG IN AND FOR DEAZORIA COURTY, TERAS

## va 1507 ma 616

THE STATE OF TEXAS

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COUNTY OF

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BEFORE MF, the undersigned authority, on this day G. Byron Smith engineering & construction, personally appeared known to me to be the person and officer whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity therein stated and as the act and deed of said corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the Holder , 1980.

Notary Public in and for

County, Texas My Commission Expires:

THE STATE OF TEXAS

MADALYNE REICHENBACH MOTARY BORFIC IN THE LOT REVIOLTY COLUMN PRINCE

COUNTY OF BRAZORIA

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BEFORE ME, the undersigned authority, on this day

personally appeared B. L. TANNER
President of President of GULFCO, INC., known to me to be the person and officer whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for thepurposes and consideration therein expressed, in the capacity therein stated and as the act and deed of said corporation.

> GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the April , 1980.

OF BUAT

Mary Schubert

Notary Public in and for Harris County, Texas My Commission Expires: 3-31-81

THE STATE OF TEXAS

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COUNTY OF BRAZORIA

BEFORE ME, the undersigned authority, on this day personally appeared B. L. TANNER, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration thereinexpressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the //# day

, 1980. April

Mary Schubert

Notary Public in and for Harris County, Texas
My Commission Expires: 3-31-81



RESTATE OF TEXAS Y

# 194 A) C HER BY THESE PRESENTS:

That Chromalley American Cor, watton, a Delaware is supported with offices in St. Louis, Wisseri (Chromalley), for New POLLARS (\$10.00) cash and other valuable consideration, the receipt and sufficiency of which hereby are acknowledged, hereby grants unto Gulfco, Inc., a Texas corporation with offices in Surfside, Brazoria County, Texas (Gulfco), the following rights and options:

- 1. If at any time during the period of twenty (20) cars from the date hereof, Chromalloy receives an offer which is acceptable to it to sell, convey, or otherwise dispose of, all or any part of the property described in Exhibit A attached hereto and made a part hereof, Chromalloy will forthwith submit the full details of said offer to Gulfco and Gulfco shall have a period of sixty (60) days from the date of receipt thereof to elect whether it will purchase said properties for the same amount and under the same terms and conditions of said offer.
- 2. The option hereinabove granted to Gulfco shall not be applicable to any sale, conveyance, or other disposition of all or any part of said property by Chromalloy to a subsidiary, parent, or associate company of Chromalloy in which such associate company Chromalloy owns not less than a fifty percent (50%) interest.

EXECUTED this the 30th day of March, 1979.

**ECORDED AS PER ORIGINAL**)

CHROMALLOY AMERICAN CORPORATION

By Willes C. Taylor

Sole & Jerner Day Belly Lewer THE STATE OF LEVAS Y

paramally appeared WithAff C. The American CorporaChing Mainter Manager Corporation, of Chromilloy American CorporaLine, a corporation, known to me to be the person whose name
to me that he executed the same for the purposes and consideration therein expressed, in the capacity therein stated and
as the act and deed of said corporation.

Complete March 1995

Given under my hand and seal of office on this 30th day of March, 1979.

(RECORDED AS PER ORIGINAL)

Notary Public in and for Brazoria County, Texas My commission expires: Assemble 5/, 1980

Notary Public
Brozoria County, Texas

FILED FOR RECORD

AT 8.00 O'CLOCK 2 R

APR 17 1980

H. R. STEVENS, JR. CLERK COUNTY COURT, BRANCHIA CO., TEXAS WALLER SHOUTH

# va 1507 na 619

11070

#### CONFIRMATION OF COMPLIANCE

The undersigned, ANTHONY ZANAKOS, Lessor in the
Lease Agreement by and between him, as Lessor, and CHROMALLOY
AMERICAN CORPORATION, as Lessee, dated the 7th day of January,
1977, of record in Volume 1499, Page 730, et seq. of the Deed
Records of Brazoria County, Texas, hereby confirms that CHROMALLOY
AMERICAN CORPORATION has paid all rental payments due and said
Lease up to and including the 20th day of March, 1980, has made
all payments to third parties required to be made by the Lessee
under the Lease to and including such date, and has complied
fully with all other terms, conditions and obligations of Lessee
thereunder and is not in default in any manner under the Lease.

WITNESS MY HAND this the # day of April, 1980.

Anthony Zanahor

THE STATE OF TEXAS

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COUNTY OF HARRIS

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BEFORE ME, the undersigned authority, on this day personally appeared ANTHONY ZANAKOS, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 8th day of April , 1980.



Elise & Pinson

Notary Public in and for Harris County, Texas
My commission expires: 9/24/8/

ELISE F. PINSON

Hetery Public in Herris County, Texas

My Commissio. Expire: September 24, 1981

Bonded by L. Alexander Lovett, Lawyers Surety, Corp.

FILED FOR RECORD

AT. 8.00 O'CLOCK A M

APR 17 1980

H. R. STEVENS, JR. CLERIFSOUNTY COURT, BRAZORIA CO., TEXAS

# DEED vol. 1507, Page 631

11073

#### ASSIGNMENT OF LEASE

THE STATE OF TEXAS [ KNOW ALL MEN BY THESE PRESENTS: COUNTY OF BRAZORIA [

THAT WHEREAS, on the 7th day of January, 1977, of record in Volume 1449, Page 730, et seq. of the Deed Records of Brazoria County, Texas, ANTHONY ZANAKOS, a resident of Harris County, Texas, as Lessor, and CHROMALLOY AMERICAN CORPORATION, a Delaware corporation with its principal office located at 120 South Central Avenue, Clayton, Missouri 63105, as Lessee, did enter into a certain Lease Agreement (herein called "the Lease", a copy of which is attached hereto identified as Exhibit "A", and made a part hereof) pursuant to which Lessor did lease and demise to Lessee the following described tract or tracts of land:

THE SURFACE ONLY OF Tract No. 23, of Brazes Coast Investment Company Subdivision No. 8, F. J. Calvit League, Abstract 51, Brazeria County, Texas, according to the map or plat thereof duly of record in the Plat Records of Brazeria County, Texas, to which reference here is made for all appropriate purposes; and

WHEREAS, pursuant to the rights granted to it in said Lease, the Lessee therein did construct on said leased tract or tracts of land certain valuable improvements; and

WHEREAS, it is now the desire of CHROMALLOY AMERICAN CORPORATION, the Lessee in the Lease (hereinafter called "ASSIGNOR"), to sell, transfer and assign unto FISH ENGINEERING & CONSTRUCTION, INC., a Texas corporation with its principal office in Houston, Texas, the mailing address of which is Post Office Box 22535, Houston, Texas 77027 (hereinafter called "ASSIGNEE"), all of ASSIGNOR'S right, title and interest in the Lease and all improvements thereon and it is the desire of ASSIGNEE to accept and pay for said assignment;

D - 109

# DEED . " vol 1507 mc 632

NOW, THEREFORE, for the consideration hereinafter set out, the ASSIGNOR hereby grants, sells, transfers and assigns to ASSIGNEE all of ASSIGNOR'S leasehold estate and interest in the Lease, together with all improvements situated on the aforesaid tract or tracts of land, (hereinafter called the "Leased Premises"), together with all leasehold and other rights, titles or interest ASSIGNOR has in and to the Leased Premises by virtue of said Lease and all rights, titles and interests of ASSIGNOR purported to be created thereby.

The ASCIGNOR hereunder warrants that:

- (a) It is the owner of the Lease herein assigned and all of the leasehold rights which the Lease purports to create, with full right to sell, transfer and assign the same and that said leasehold estate of ASSIGNOR is now unencumbered (except as set out in Exhibit B-1 attached hereto and made a part hereof), valid and in full force and effect in accordance with its terms.
- (b) It has paid to the Lessor under the Lease all lease rental due and payable to the Lessor to and including the 20th day of March, 1980, and that it has paid to all third parties to whom ASSIGNOR as Lessee under the lease may have been obligated to pay to and including such date, and that it has discharged fully any and all other obligations, either to Lessor under the Lease or to third parties, which were due to be discharged on or before the 20th day of March, 1980.

The ASSIGNEE hereunder warrants that:

(a) It will perform all of the obligations of Lessee under the Lease after the date of this assignment as and when required of it, that it will make prompt payment of all rentals due under the Lease after the date of this assignment as and when they become due and before they become delinquent; that it will

# DEED vot 1507 rage 633

make all payments to third parties required to be made by the Lessee under the Lease after the date of this assignment as and when they become due and before they become delinquent, and that it will commit no act of default thereunder.

- (b) It will indemnify and hold harmless ASSIGNOR of and from any and all claims, demands, losses, damages, payments, liabilities, expenses and costs arising out of any failure of ASSIGNEE to perform any of the obligations of the Lessee under the Lease which shall have occurred after the date of this assignment.
- (c) It will not place any lien, or permit anyone else to place a lien, or otherwise encumber the Leased Premises without the prior written consent of ASSIGNOR unless prior thereto the Lessor under the Lease shall release the ASSIGNOR of and from any and all further obligations under the Lease.

The consideration for this assignment is the sum of TEN (\$10.00) DOLLARS cash and other valuable consideration paid to ASSIGNOR by ASSIGNEE, the receipt and sufficiency of which ASSIGNOR hereby acknowledges.

ASSIGNEE shall not assign or sublease, in whole or in part, the interest in and to the Leased Premises assigned here-under without the prior written consent of Assignor.

ASSIGNEE represents to ASSIGNOR that ASSIGNEE has inspected the Leased Premises and accepts them in the condition they are in on the date of this assignment.

# DEED vol. 1507 rage 634

witness the execution hereof, this the //th day of April , 1980.

ASSIGNOR:

CHROMALLOY AMERICAN CORPORATION

Ву

James A. Silkwood, Its Agent and Attorney-In-Fact

ASSIGNEE:

FISH ENGINEERING & CONSTRUCTION, INC.

 $y \subseteq$ 

G. ByRON SMITH

# vol 1507 res 635

THE STATE OF **TEXAS** 

COUNTY OF BRAZORIA

BEFORE ME, the undersigned authority, on this day

personally appeared JAMES A. SILKWOOD, Its

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Agent and Attorney-In-Fact

kn wh to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity therein stated and as the act and deed of said corporation.

> GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the **A**April , 1980.

> > Medalyne Keichenback

Notary Public in and for Brazoria County, Texas My commission expires:

MADALYNE REICHENBACH WOTART PUBLIC IN AND FOR BRAZORIA COUNTY, TALL

THE STATE OF TEXAS

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COUNTY OF

BEFORE ME, the undersigned authority, on this day personally appeared by BON SMITH, VICE PRESIDENT of FISH ENGINEERING & CONSTRUCTION, INC., known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity therein stated and as the act and deed of said corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the day of , 1980. April

Notary Public in and for

County, Texas

My commission expires: 2.2

MADALYNE REICHENBACH

Madalyne Keichen back

BOTART PUBLIC IN AND FOR BEAZERIA COUSTS, TELLS



#### LEASE AGREEMENT

This lease agreement is made and entered into on the dates acknowledged by the parties executing this agreement, and is to be effective as of the commencement date of the term of the lease. Lessor is Anthony Janakos, a resident of Harris County, Texas. Lessee is Chromalloy American Corporation, Gulfco Division, a business corporation.

#### I. DEMISE OF LEASE PREMISES

1.1 Lessor for and in consideration of the rents, covenants and promises herein contained to be performed by Lessee, does hereby lease and derise to Lessee, and Lessee does hereby rent and accept from Lessor, the following described property situated in Brazoria County, Texas:

Tract No. 23, of Brazos Coast Investment Company Subdivision No. 8, F. J. Calvit League, Abstract 51, Brazoria County, Texas, according to the map or plat thereof duly of record in the plat records of Brazoria County, Texas, the which reference here is made for all appropriate purposes.

1.2 This lease is of the surface only of the described premises and Lessee takes the premises subject to all easements or restrictions of record or visible, and subject to all valid zoning laws.

#### II. LEASE TERM

- 2.1 This lease shall be for a term of one hundred and eighty months, referred to as the lease term, commencing on November 20, 1976 and ending on November 19, 1991; subject, however, to earlier termination as hereinafter provided.
- 2.2 If Lessee shall hold over after the expiration of the lease term, or any extension, such tenancy shall be from month to month on all the terms, covenants and conditions of this lease.

#### III. RENT

3.1 Lessee agrees to pay to Lessor as rental for the end occupancy of the lease premises under this lease



in advance on the twentieth day of each month, the first month's rental payment due on November 20, 1976. When the twentieth day of the month falls on a Sunday or a national holiday, the rental shall be payable on the next day thereafter which is neither a Sunday nor a national holiday.

- 3.2 The base rent shall be \$400.00 per month for the first twelve months. For the second and each succeeding twelve month period of the lease, the base rent shall be the previous year's total rent calculated in accordance with the formula set out in 3.3 below.
- month period and each twelve month period thereafter, there shall be a rent increment based upon 60% of the increase or decrease in the U. S. Government wholesale price index. The increase or decrease shall be the percentage by which the average index for August, September and October of the preceding twelve month period differs from the index for November, 1976, multiplied by the base rent for each month of the twelve month period in question. Trowided, however, in no event shall the total rent ever be less than the initial year's base cent of \$400.00 per month.

#### Examples:

(a) For lease year 11/20/77 - 11/19/78 (index 11/76 was 150):

month	index	increase	<u>percentage</u>
8/77	166.5	16.5	114
9/77	165	15	10%
10/77	163.5	13.5	3) <u>3) 8</u>

Average increase 10%

.10 x .6 = .06 (60% of average increase)

1.06 x base 400 = \$424.00

(b) For lease year 11/20/78 11/19/79 (index 11/76) was 150):

monti	<u>i nde::</u>	increase	percentage
8/78	171	21	146
9/78	172.5	22.5	15%
10/18	174	24	3) <u>164</u>

Average increase 15%

 $.15 \times .6 = .09$ 

 $1-09 \times base 424 = $462.16$ 

(c) For lease year 11/20/79 - 11/19/80 (index 11/76 was 150):

month	index	decrease	<u>percentage</u>
8/79	135	15	10%
9/79	136.5	13.5	9%
10/79	133.5	16.5	3) 30%
•		Average decrease	10%

 $.10 \times .6 = .06$ 

1.00 - .06 = .94 x base 462.16 = \$434.43

3.4 Rental installments shall be paid to Lessor at the notice address set out hereafter.

3.5 Time is of the essence in rental payments. Acceptance of one or more late rental payments by Lessor shall not waive the requirement for timely payment of future testal payments. Checks and receptable payment, but should havent of a thank be refused by Lessee's bank for any reason, which check shall not be considered payment for any purpose.

#### IV. BONUS PAYMENT

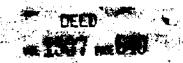
In addition to the rental, Lessee shall make a single agent to Lessor, on or before January 1st, 1977, of the of \$5,000.00 as additional inducement to Lessor for lease into this lease and in compensation for certain tenses and forebearance of Lessor prior to the beginning of the lease.

# ve 1507 Not639

#### V. TAXES

discharge all ad valorem taxes and general and special assessments which during the term of this lease may be levied on or assessed against the leased premises and all interests therein and all improvements in other property thereon, whether belonging to Lessor or to Lessee, or to which either of them may become liable. Lessee shall pay all such ad valorem taxes and assessments to the public officer charged with the collection thereof not less than fifteen days before the same shall become delinquent, unless he agrees to indemnify and save harmless Lessor from all such ad valorem taxes, assessments, and penalties for delinquency. Lessee shall have the right at its sole ost and expense to contest any such ad valorem taxes and assessments.

5.2 Subject to the right of the Lessee to contest ad valorem taxes and assessments as above provided, Lessor may at any time that the payment of any such items which Lessee is obligated to pay remains unpaid give written notice to Lessee or its default. If Lessee continues to fail to pay such items or to contest the same in good faith. then at any time after 30 days from such written notice, Lessor may pay the items specified in the notice and Lessee covenants on demand to reimburse and pay Lessor any amount Daid or expended in the payment of the items specified s notice, with interest thereon at the rate of 10% per annum from the date of such payment by Lessor until repaid by Lessee. If Lessor pays any such item which has not been paid by Lessee within the time required without giving the 30 days notice above provided for, Lessee shall nevertheless reimburse Lessor for such item, but without interest.



#### VI. UTILITIES

Lessee shall pay or cause to be paid all charges for water, heat, gas, electricity, sewers and any and all other utilities used on the lease premises throughout the term of this lease, including any connection fees.

#### VII. USE OF PREMISES

Lessee shall have the right to use the lessed premises for any lawful purposes.

#### VIII. CONSTRUCTION BY LESSEE

- 8.1 Lessee shall have the right at any time and from time to time during the term of this lease to erect, maintain, alter, remodel, reconstruct, rebuild, replace and remove buildings and other improvements on the leased premises, to alter the contour of the leased premises provided such alteration does not increase the possibility of flooding or crosion, and to dredge slips and canals provided such slips and canals are at all times maintained as private waterways and do not substantially reduce the area of the leased premises.
- 8.2 The cost of any such construction, reconstruction, demolition, change or improvements shall be borne and paid for by Lessee.
- 8.3 Lessee agrees to have all mechanic's and materialmen's liens removed within a reasonable time and before execution and levy if any are filed.
- 8.4 Lessee shall have the right at any time during Lessee's occupancy of the leased premises, or within a reasonable time thereafter, to remove any and all buildings, improvements, fixtures, and all equipment owned or placed by Lessee, its sublessees or licensees, on, under or in the leased premises. Lessee shall have the obligation to remove such buildings, improvements, fixtures and equipment owned or placed by Lessees, its sublessees or licensees,



within a reasonable time after termination of the lease upon written demand by Lessor. Any buildings, improvements, fixtures or equipment which are not removed shall become the property of Lessor.

#### IX. CONDEMNATION

- 9.1 In the exint the leased premises or any part thereof shall be taken for public or quasi-public purposes by
  condemnation as a result of any action or proceeding in
  eminent domain, or shall be transferred in lieu of condemnation to any authority entitled to exercise the power of
  eminent domain, the interests of Lessor and Lessee in the
  award or consideration for such transfer and the effect
  of the taking or transfer on this lesse shall be as provided
  by this article.
- 9.2. In the event the entire leased premises is taken or so transferred, this lease and all of the right, title and interest thereunder shall cease on the date title to such land so taken or transferred vests in the condemning authority. The proceeds of such condemnation attributable to the land shall be divided during the first year of this lease, 85% to Lessor and 15% to Lessee; and for condemnations occurring during subsequent years of the lease, the amount received by Lessee shall be 1% less for each year that the lease has been in force. The proceeds attributable to improvements shall be awarded 100% to Lessee.
- 9.3 In the event of the taking or transfer of only
  a part of the leased premises leaving the remainder of the
  premises in such location and in such form, shape or reduced
  zize as to be not effectively and practicably usable in
  the opinion of Lessee for the purpose of operation thereon
  of Lessee's business, this lease and all right, title and
  interest thereunder shall cease on the date title to the
  land or the portion thereof as taken or transferred vests
  in the condemning authority. The proceeds of such condemnation

# DEED vo. 1507 mot 642

shall be divided in the same manner as when the entire leased premises is condemned.

- 9.4 In the event of such taking or transfer of only a part of the leased premises, wearing the remainder of the premises in such location and in such form, shape or size as to be used effectively and practicably in the opinion of Lessec for the permose of operation chereon of Lessec's business, this lease shall cerminate and and as to the portion of the premises so taken or transferred as of the date title to such portion vests in the condemning authority, but shall continue in full force and effect as to the portion of the leased premises not so taken or transferred. From and after such date, the rental required to be paid by Lessee to Lessor shall be reduced during the unexpired portion of this lease to that proportion of the monthly rental heretofore set out which the value of the part of the leased premises not so taken bears to the value of the total of the leased premises (both such values excluding the value of improvements), such values to be determined as of the date of the actual commencement of the physical taking of said premises when Lessee is disturbed in its possession as a result thereof but immediately before any actual taking. Such values shall be determined by arbitration.
- 9.5 A voluntary conveyance by Lessor to a public utility, agency or authority under threat of a taking under the power of eminent domain in lieu of formal proceedings shall be deemed a taking within the meaning of this article.

#### X. INDEMNITY

Lessor shall not be liable for any loss, damage or injury of any kind or character to any person or property arising from any use or maintenance of the lessed premises or any part thereof, or caused by any defect in any building,

### DEED vo. 1507 mm 843

structure or other improvement thereon or in any equipment or other facility therein, or caused by or arising from any act or omission of Lessee or any of Lessee's agents, employees, licensees or invitees, or by or from any accident on the land or any fire or other casualty thereon, or occasioned by the failure of Lessee to maintain the premises in safe condition, or arising from any other cause whatsoever. Lessee hereby waives on its behalf and on behalf of any of Lessee's insurers or other subrogees all claims and demands against Lessor for any such loss, damage or injury of Lessee. Lessee hereby agrees to indemnify and hold Lessor entirely free and harmless from all liability for any such loss, damage or injury of other persons or other property, and from all costs and expenses arising therefrom.

Lessor hereby agrees to indemnify and hold Lessee entirely free and harmless from all liability for any loss, damage or injury of other persons or property and from all costs and expenses arising therefrom if loss or damage results from negligence of Lessor, his agents, employees or regresentatives.

#### XI. ASSIGNMENT AND SUBLEASE

Lessee may sell or assign its leasehold estate in its entirety or any portion of the unexpired term thereof, or may sublet the leased premises or any portion of the same from time to time, and the rights of Lessee, or any successor or assignee of Lessee, may pass by operation of law.

Each such transfer, assignment or sale shall be subject, however, to the obligations to Lessor as set forth in this instrument and shall not release Lessee of its obligations hereunder.

#### XII. DEFAULT AND REMEDIES

12.1 Should Lessee default in the performance of any covenant or agreement in this lease, and such default is

## VO. 1507 MIC 644

not corrected within 30 days after receipt of written notice from Lessor to Lessee, Lessor may declare this lease, and all rights and interests created by it, to be terminated. Upon Lessor's election to terminate, this lease shall cease and come to an end as if that were the day originally affixed herein for the expiration of the term hereof. Lessor, his agent or attorney, may resume possession of the premises and relet the same for the remainder of the term for the best rent Lessor, his agent or attorney, may obtain for the account of Lessee, who shall make good any deficiency.

- 12.2 Any termination of this lease as herein provided shall not relieve Lessee from the payment of any sum or sums that shall then be due and payable to Lessor hereunder, or any claim for damages then or theretofore accruing against Lessee hereunder, and any such termination shall not prevent Lessor from enforcing the payment of any such sum or sums or claim for damages by any remedy provided for by law, or from recovering damages from Lessee for any default thereunder. All rights, options and remedies of Lessor contained in this lease shall be construed and held to be cumulative, and no one of them shall be exclusive of the other, and Lessor shall have the right to pursue any one or all of such remedies or any other remedy or relief which may be provided by law, whether or not stated in this lease. No waiver by Lessor of a breach of any of the covenants, conditions or restrictions of this lease shall be construed or held to be a waiver of any succeeding or preceding breach of the same or any other covenant, condition or restriction contained herein.
- 12.3 Notwithstanding the exercise by Lessor of any remedy, the same shall not affect the existence of subleases covering any portion of the leased premises entered into with Lessee, in accordance with the terms of this lease.

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#### XIII. MISCELLANEOUS

13.1 All rents or other sums, notices, demands or requests from one party to another may be personally delivered or sent by mail, certified or registered, postage prepaid, to the addresses stated in this paragraph, and shall be deemed to have been given at the time of personal delivery or upon the date of receipt.

To Lessor: 1234 Choate Road, Houston, Texas 77034, or at such other address as Lessor shall request in writing.

To Lessee: Drawer O, Freeport, Texas 77541, or at such other address as Lessee shall request in writing.

- 13.2 This agreement shall be binding upon and inute to the benefit of the parties hereto and the respective beirs, executors, administrators, legal representatives, successors and assigns where permitted by this agreement.
- 13.3 This agreement shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Brazoria County, Texas.
- 13.4 In case any one or more of the provisions contained in this agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or emenforceability shall not affect any other provision process and this agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.
- 13.5 This agreement constitutes the sole and only agreement of the parties hereto and supersedes any prior understandings or written or oral agreements between the parties respecting the within subject matter.
- 13.6 No amendment, modification or alteration of the terms hereof shall be binding unless the same be in writing, dated subsecure to the date hereof, duly executed and acknowledged by the parties hereto.

13.7 In the event Lessor or Lessee breaches any of the terms of this agreement whereby the party not in default employs attorneys to protect or enforce its rights hereunder and prevails, then the defaulting party agrees to pay the other party reasonable attorney's fees so incurred by such other party.

13.8 Lessor agrees to release Lessee from any liability for erosion to the leased premises not caused by Lessee's use of the premises.

#### XIV. OPTION TO PURCHASE

At any time during the term hereof, Lessee shall have the right and option to purchase the fee simple title to the leased premises, free and clear of all liens and encumbrances, at a cash price to be agreed upon by the parties. In the event Lessee elects to purchase the leased premises it shall give the Lessor thirty (30) days advance notice thereof, and not later than thirty (30) days thereafter the parties shall close the transaction through the Brazosport Abstract Company or any such other title company as Lessee shall select. At the closing Lessor shall deliver to Lessee, upon receipt of such cash consideration, a general warranty deed to the leased premises, free and clear of all liens and encumbrances and a policy of title insurance, issued by a company of Lessee's choosing, in the full amount of the purchase price guaranteeing title in Lessee, subject only to such easements, right-of-way, and mineral exceptions as are in effect on the date hereof. If such title insurange company refuses to issue such policy because of title defacts, then Lessor shall have a period of forty-five (45) days thereafter to cure said defects. In the event such defects are not cured within such time, then Lessee shall have the right to waive such defects and accept the premises Without such policy of title insurance or to rescind such ption to purchase. If Lessee purchases the leased premises

then this lease shall terminate on the date of such purchase and both parties hereto shall be released of any and all obligations hereunder except those accruing prior to such expiration date. If said purchase option is rescinded as hereinabove provided, or if the parties are unable to agree upon a price, and the Lessee does not purchase said leased premises from Lessor, then this lease shall remain in full force and effect.

LESSOR

LESSEE

CHROMALLOY AMERICAN CORPORATION, **GULFCO DIVISION** 

STATE OF TEXAS

COUNTY OF BRAZORIA

BEFORE ME, the undersigned authority, on this day personally appeared Anthony Zanakos, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed,

GIVEN-UNDER MY HAND AND SEAL OF OFFICE this the 79

Notary Public

County, Texas

BETTYE J. MURRELL . Notary Public Brazoria County, Texas

STATE OF TEXAS

COUNTY OF BRAZORIA

BEFORE ME, the undersigned authority, a Notary Public of Brazoria County, Texas, on this day personally appeared

# DEEL VOL 1507 mc 648

B. L. Tanner of Chromalloy American Corporation, Gulfco Division, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of the said Chromalloy American Corporation, Gulfco Division, a corporation, that he was duly authorized to perform the same by appropriate resolution of the board of directors of such corporation and that he executed the same as the act of such corporation for the purposes and consideration therein expressed, and in the capacity therein stated.

day of January , 1977.

Notary Public in and for Brazoria County, Texas

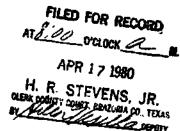
> BETTYE J. MURRELL Notary Public Brazoria County, Toxos

#### EXHIBIT B-1

Schedule of liens, encumbrances, easements, rights-of-way, outstanding mineral interests or royalties, and restrictions affecting the leasehold estate and the tract or tracts of land covered by the Lease and all improvements located thereon.

- (a) Lessor's title to the land (and Lessee's leasehold estate) extends only to the SURFACE ESTATE, all minerals under the leased tract previously having been reserved in Deed from Mrs.

  R. E. L. Stringfellow to L. S. Womack, dated 6/7/65 of record in Volume 912, Page 850 of the Deed Records of Brazoria County, Texas.
- (b) Easement for construction of Intracoastal Waterway and disposal of spoil as contained in instrument undated but acknowledged by Grantor on 11/1/37 from C. L. Minkler to the United States of America of record in Volume 295, Page 524, Deed Records.
- (c) Easement for highway or road purposes granted to Brazoria County by Nannie M. Stringfellow by instrument dated March 30, 1961, of record in Volume 798, Page 692, Deed Records.
- (d) Easement and right-of-way for distribution lines, etc. granted to Houston Lighting and Power Company by instrument dated 6/1/78 by Anthony Zanakos, et ux of record in Volume 1410, Page 128, Deed Records.
- (e) Easements as shown on plat of Brazos Coast Investment Company Subdivision No. 8 of record in Volume 2, Page 141 et seq. of the Plat Records of Brazoria County, Texas.
- (f) Any right, title, interest or claim of any character had or asserted by the State of Texas or by any government or governmental authority or by the public generally in or to that part of the property herein described affected by the ebb and flow of the tide.



### VOL 1638 PACE 918

14156

#### GENERAL WARRANTY DEED

THE STATE OF TEXAS \$

COUNTY OF BRAZORIA \$

KNOW ALL MEN BY THESE PRESENTS:

THAT ANTHONY ZANAKOS and wife, BEVERLY JOYCE ZANAKOS, hereinafter called "GRANTOR", for and in consideration of the transfer to GRANTOR of a certain ten-acre tract located in Fort Bend County, Texas, have GRANTED, SOLD and CONVEYED, and by these presents hereby does GRANT, SELL and CONVEY unto FISH ENGINEERING & CONSTRUCTION, INC., a Texas corporation, hereinafter called "GRANTEE", all those certain lots, tracts or parcels of land, together with all improvements located thereon, situated in Brazoria County, Texas, and described as follows:

Tract No. 23 of Brazos County Investment Company Subdivision No. 8, F. J. Calvit League, Abstract 51, Brazoria County, Texas, according to the map or plat thereof duly of record in the Plat Records of Brazoria County, Texas, to which reference is here made for all appropriate purposes.

This conveyance is made and accepted subject to all of the matters set forth in Exhibit "A" attached hereto and made a part hereof.

gether with all and singular the rights and appurtenances thereto in anywise belonging unto the said GRANTEE, its successors and assigns forever, and GRANTOR hereby binds itself and its successors to WARRANT and FOREVER DEFEND, all and singular, the said premises unto the said GRANTEE, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

WITNESS the execution hereof, this the 301 day of April, 1982.

Address of Grantees:

P. O. Box 22535 Houston, Texas 77027 Anthony Zanakos

Buttly Joyce Zahares

D - 110

Grantoi

# DEED VOL 1638 PAGE 919

THE STATE OF TEXAS S
COUNTY OF BRAZORIA S

BEFORE ME, the undersigned authority, on this day personally appeared ANTHONY ZANAKOS and wife, BEVERLY JOYCE ZANAKOS, both known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they executed the same for the purposes and considerations therein expressed.

day of Abril , 1982.

MADALYNE REIGHENBACH

MADALYNE REIGHENBACH EGTART PUBLIC IN AND FOR SEAZURIA COUNTY, TREAS

#### DEED

## VOL 1638 PAGE 920

#### EXHIBIT "A"

- (a) Lessor's title to the land (and Lessee's leasehold estate) extends only to the SURFACE ESTATE, all minerals under the lessed tract previously having been reserved in Deed from Mrs. R. E. L. Stringfellow to L. S. Womack, dated 6/7/65 of record in Volume 912, Page 805 of the Deed Records of Brazoria County, Texas.
- (b) Easement for construction of Intracoastal Waterway and disposal of spoil as contained in instrument undated but acknowledged by Grantor on 11/1/37 from
   C. L. Minkler to the United States of America of record in Volume 295, Page 524, Deed Records.
- (c) Easement for highway or road purposes granted to Brazor: County by Nannie M. Stringfellow by instrument dated March 30, 1961, of record in Volume 798, Page 692, Deed Records.
- (d) Easement and right-of-way for distribution lines, etc. granted to Houston Lighting and Power Company by instrument dated 6/1/78 by Anthony Zanakos, et ux of record in Volume 1410, Page 128, Deed Records.
- (e) Easements as shown on plat of Brazos Coast Investment Company Subdivision No. 8 of record in Volume 2, Page 141 et seq. of the Plat Records of Brazoria County, Texas.
- (f) Any right, title, interest or claim of any character had or asserted by the State of Texas or by any government or governmental authority or by the public generally in or to that part of the property herein described affected by the ebb and flow of the tide.

FILED FOR RECORD

AT 05 0'CLOCK 2 M

MAY 5 1982

H. R. STEVENS, JR.
CLERY COUNTY COURT, GRAZORIA CO., TEXAS
BY CLERY COUNTY OF THE PURITY

## vo. 1639 PAGE 463

## 14456

#### LEASE CANCELLATION

WHEREAS, on the 7th day of January, 1977, of record 10-105 in Volume 1449, Page 730, et seq. of the Deed Records of Brazoria County, Texas, ANTHONY ZANAKOS, as Lessor ("Zanakos"), and CHROMALLOY AMERICAN CORPORATION, a Delaware corporation, as Lessee, did enter into a certain Lease Agreement (the "Lease") covering the following described property:

> The surface only of Tract No. 23 of Brazos Coast Investment Company Subdivision No. 8, F. J. Calvit League, Abstract 51, Brazoria County, Texas, according to the map or plat thereof duly of record in the Plat Records of Brazoria County, Texas, to which reference here is made for all appropriate purposes; and

WHEREAS, the Lessee's interest in the Lease has been assigned to Fish Engineering & Construction, Inc. ("Fish") and Zanakos and Fish desires to cancel the Lease effective as of the date hereof;

NOW THEREFORE, for and in consideration of the mutual promises and covenants herein contained, Pish and Zanakos do hereby cancel the Lease effective as of the date hereof.

EXECUTED this the 30th day of Abbil

FISH ENGINEERING & CONSTRUCTION, INC.

Zanakos

THE STATE OF TEXAS COUNTY OF BRAZORIA

BEFORE ME, the undersigned authority, on this day personally appeared Glen J. Gill of Fish Engineering & Construction, Inc., a Texas corporation, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed,

## VOL 1639 PAGE 464

in the capacity therein stated and as the act and deed of said scrporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 30Th

Madalyne Keichenbark

MADALYNE REICHENBACH

THE STATE OF TEXAS S
COUNTY OF REAZORIA S

BEFORE ME, the undersigned authority, on this day personally appeared ANTHONY ZANAKOS, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 3016 day of 4pril, 1982.

Notary Public, State of Texas

MADALYNE REICHENBACH
BOTARY PUBLIC IN AND FOR BRAZUSIA COUNTS, TETAS

FILED FOR RECORD

MAY 7 1962

COUNT PRAZORIA CO TEXAS

## **Tract No.24, 24A**

Commission expires Feb. 9, 1958.

THE STATE OF WASKINGTON )
COUNTY OF EIRG

miffeld MM, the undersigned authority, on this day person-lift appeared G. S. Rice and wife, Eather Rice known to me to be the persons whose names are subscribed to the feregoing instrument, and they and each of them somewhedged to me that they executed the same for the purposes and consideration therein expressed, and the said Eather Rice, wife of the said G. S. Rice after having been examined by me privily and apart from her said husband, and having said instrument fully explained to her by me, she, the said Eather Rice, seknowledged such instrument to be her act and deed, and declared that she had willingly signed the same for the purposes and consideration therein expressed, and that she did not wish to retreet it.

Given under my hand and seal of office, this the 14 day of February A. D., 1936.

(SEAL) Lawrence Harmon Notary Public in and for State _ Washington, County of King.

Generation Expires Feb. 9, 1938.

COUNTY OF ALAMEDA )

Before me, the undersigned authority, on this day personally appeared Caroline
Comp, and Methow A. Comp, her husband, known to me to be the personations names are subscribed
to the foregoing instrument, and they and each of them acknowledged to me that they and each
of them executed the same for the purposus and samelderation therein expressed.

Given under my hand and seal of office this 17th day of February, 1956.

(SEAL) C. H. Lavers Hotary Public in and for said County and State.

STATE OF CALIFORNIA

SS

SS

Before me, the undersigned authority, on this day personally appeared Caroline Camp, and Mathew A. Camp, her humband, known to me to be in persons whose names are subscribed to the foregoing instrument, and they and each of them acknowledged to me that they executed the same for the purposes and consideration therein expressed, and the said Caroline Camp and Mathew A. Camp after having been exemined by me privily and apart from her said humband, and having said instrument fully explained to her by me, she, the said Caroline Camp acknowledged such instrument to be her act and deed, and declared that she had willingly signed the same for the purposes and consideration therein expressed, and that she did not wish to retract it.

Given under my hand and seal of office, this 17th day of February, 1936.

(SEAL) C. H. Lavers Holmry Public in and for said county and state.

Filed for record at 8 o'clock A. M., May 4 1936, B. R. Stevens, Clark County Court, Brazoria Co., Texas. By Bob Momarch Deputy.

---000---

TIME STATE OF TEXAS )
COURTY OF BRAZORDA )

ENOW ALL MEN HY THESE PRESENTS: That, whereas, under a certain agreement entered into between T. T. Stratton, Frank E. Stevens, Servison Cil Company, J. S. Abercrambia Geograpy, various bracks of land in Brazoria County were purchased at Tax Sale during the pages 1988 and 1985 and the deeds to such lands were taken in the name of T. T. Stratton matthese year concreting of the land so purchased was, under said agreement, as follows,

D - 112

Envrison til Company, un undivided.1/5

E. S. thererentic Company, an undivided 1/5

Frank E. Stevers, an undivided 2/8, and

T. T. Stratton, an undivided 1/0

AND MERCHAS, on Petrunry 7, 1956, by an instrument recorded in Vol. 286, pg. 275; the said 2. T. Stratton executed a deed the purpose of which was to best the precord title to said lands in the parties last mentioned and in the properties above set out but said.

Instrument gave no description of the property se conveyed, and

at private sale by said 2. 2. Simutton a few other breats from parties who had bought the at tex sales and which were purchased by said Stratton under the same agreement as the read

Stratton and for tracts have been sold by said Stratton at said tex sale have been since redeemed by the former owners and quitale in Peeds executed to such tracts by said Stratton and few tracts have been sold by said Stratton prior to the execution of said deed on Petruary 7, 1938, said sales having been made by said Stratton for the joint access and with the full approval of said co-owners and since Petruary 7, 1938, certain deeds have been made jointly by said Sarrison Oil Company, J. S. Abererombie Company, Frank E. Steven and T. T. Stratton, and,

REMEAS, the said T. T. Stratton several number ago sold 1/2 of his 1/9 interest.

R. W. Milner, Jr., of Harris County, Tames, but the deed evidencing such sale was not find record and has been destroyed, and the said R. W. Milner, Jr., has agreed to join with the said T. T. Stratton in conveying to Harrison Oil Company and J. S. Abstractable Company jointly and equally said 1/9 interest, thereby increasing their interest in said lands from an undivided 1/3 each to an undivided \$/18 each, and,

WHEREAS, it is the desire of the said T. T. Stratton and R. W. Hilmer, Jr. to so convey to said Harrison 011 Company and J. S. Abercrombie Company the said 1/9 interest, and it is also the desire of the said T. T. Stratton by this same instrument to convey to the said Harrison 011 Company, J. S. Abercrombie Company and Frank E. Stevens the interests attempted to be conveyed by the instrument above referred to which was recorded in Vol. 350 page 277, but which instrument did not sufficiently describe the property conveyed,

NOW, THEREFORE, I, the said T. T. Stratton in consideration of the premises and, in order to set out the true ownership of the hereinafter described properties including additional 1/9 which is being hereby conveyed to Harrison Oil Company and J. S. Abercromet Company, and in consideration of the sum of \$10,00 and other good and valuable Equilibrium to me in hand paid by said Harrison Oil Company and J. S. Abercrombie Company, have grants bargained, sold, assigned and conveyed and by these presents do hereby grant, bargain assign and convey unto Harrison Oil Company, a Comporation of Harris County, Taxas, an undivided 7/18 interest, and unto J. S. Abercrombie Company, a Comporation of Harris County Texas, an undivided 7/10 interest, and unto Frank E. Stevens, of Brascria County, Texas, an undivided 4/18 interest in and to the hereinafter described property in Brascria County, Texas, and all right and interest of any kind which I may have in the same, which properts are described as follows, to wit:

1. 45 acres of land, known as lot No. 17-A, out of Romand indress Survey. A No. 5, being the same land that was conveyed to T. T. Stratton by the sheater of County, Texas, as the property of H. A. Simpson, by deed dated January S, 160 in Vol. 850, page 445 of the deed records of said County.

TO STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE ST

9. 7.5 acres of land, known as Lot Ho. 31-4, in the northeast cor. of the Edmand Andrews Survey, Abstract Ho. 5, being the same land that was conveyed to 2. T. Stratton by the Sheriff of Erasgria County, as the property of G. R. Hamilton, by deed dated August 87, 1938, recorded in Vol. 935, page 551 of the deed records of said County.

5, 40 acres of land, known as Lot 7 in Block "H" of the South Texas Fruit & Land Company's Subdivision of 600.8 acres of land in Angier, Hall and Bradley League, Abstract Ho. 6, being the same land that was conveyed to T. T. Stratton by the Sheriff of Brasoria County, as the property of W. A. Thomas, by deed dated June 30, 1938, recorded in Yol. 256 page 98 of the deed records of said County; and being the same land deeded to T. T. Stratton by W. A. Thomas and wife by Quit-Claim deed dated Sept. 23, 1938, recorded in Yol. 256, page 100 of the deed records of said County, in which Quit-Claim deed W. A. Thomas and wife retained a 1/54th royalty interest in all minerals.

4. 5 seres of land, known as freet 19 in Division 1 of the Brases Coast Investment Company's Subdivision of the Branch T. Apolar Survey, Abet. To. 9, being the same land that was conveyed to T. T. Strutton by the Sherkff of Brazeria County, as the property of Geo. A. Fisher, by deed dated October 4, 1952, recorded in Vol. 257, page 85 of the deed records of said County.

5. 5 acros of land, known as Tract 25 in Division 1 of the Brazos Coast Investment Gompany's Subdivision of the Branch T. Archer Survey, Abet. Ho. 9, being the same land that was conveyed to T. T. Stratton by the Sheriff of Brazoria County, as the property of R. V. Honroe, by deed dated September 6, 1932, recorded in Vol. 257, page 109 of the Deed Records of said County.

6. 10 acres of land known as Tracts 27 and 171 in Division 1, of the Brazos Coast Investment Company's Subdivision of the Brazon T. Aroner Survey, Abstract No. 9, being the same land that was conveyed to T. T. Stratton by the Sheriff of Brazoria County, as the property of J. P. and R. F. Ray, by deed dated January 3, 1955, recorded in Vol. 259, page 459 of the deed records of said County.

7. 5 scree of land, being Tract 31 in Division 1 of the Brasos Coast Investment Company's Subdivision of the Branch T. Archer Survey, Abstract No. 9, being the same land that was conveyed to T. T. Stratton by the Sheriff of Brazoria County, as the property of R. E. Johnson, by deed dated September G, 1932, recorded in Vol. 237 page 92 of the deed records of said County.

8. 5 series of land known as Tract SO in Division 1, of the Brazes Coast Investment Company's Subdivision of the Brazes T. Archer Survey, Abstract No. 9, being the same land that was conveyed to T. T. Stratton by the Sheriff of Brazeria County, as the property of Mary E. Long, by doed dated September 6, 1932, recorded in Vol. 237, page 101, of the deed records of said County.

9. 5 seres of land known as Tract 64 in Division 1, of the Brasos Coast Investment Company's Subdivision of the Branch T. Archer Survey, Abstract No. 9, being the same land that was conveyed to T. T. Stratton by the Sheriff of Brasoria County, as the property of E. Rush Smith, by deed dated January 3, 1655, recorded in Vol. 250, page 448 of the deed records of said County.

10. Somewhat a Subdivision of the Branch T. Archer Survey, Abstract No. 9, being the same company's Subdivision of the Branch T. Archer Survey, Abstract No. 9, being the same that was scarreyed to T. T. Stretten by the Sheriff of Brascria County, as the proparty that was scarreyed to T. T. Stretten by the Sheriff of Brascria County, as the proparty that was a street of Stiles, by feed dated January 5, 1935, rescreded in Vol. 250, page 450 of the archer of said County.

res of land burm as Truet 484 to Division !. of the Brasos Coast Investment

Company's Subdivision of the Branch T. traher Survey, Abstract No. 9, being the case hand that was conveyed by T. T. Sprather by the Shortf of Brazuria County as the property of " John W. Walker, by deed dated December 6, 1929, recorded in Vol. 250, page 450, of the deed records of said County.

12. 5 acres of land known as Tract 3 in Division 15 of the Brases Coast Investment Company's Subdivision of the S. F. Austin 5 Leagues, Abstract No. 19, being the case land that was conveyed to T. T. Stratton by the Sheriff of Brasoria County as the property of S. A. Baker, by deed anded june SO, 1632, recorded in Vol. 235, page 71 of the deed records of said County.

13. 5 seres of hand being known as Tract 14 in Division 15 of the Brazos Coast Investment Company's Subdivision of the S. F. Austin 5 Leagues, Abstract Bo. 19, being the same land that was conveyed to T. T. Stratton by the Sheriff of Brasoria County as the property of J. L. Christis, by deed dated June 7, 1932, recorded in Vol. 835, page 21 of the deed records of said County,

14. 5 acres of land known as Tract SI in Division 15, of the Brazes Coast Daveshee Company's Subdivision of the S. F. Austin 5 Leagues, Abstract No. 19, being the same land that was conveyed to T. T. Stratton by the Sheriff of Brazeria County, as the property of Jos. R. Lonnon, by deed dated September 6, 1932, recorded in Vol. 257 page 108 of the deed records of said County.

15. 5 acros of land known as Tract 37 in Division 15, of the Brasce Coast Investm Company's Subdivision of the S. F. Austin 5 Leagues Crant, Abstract No. 19, being the same land that was conveyed to T. T. Stratton by the Sheriff of Brascria County as the property of W. C. Seekman by deed dated June 30, 1932, recorded in Vol. 235, page 79, of the deed records of said County.

16. 5 acres of land known as Truct 55 in Division 15, of the Brazos Company's Subdivision of the S. F. Austin 5 Leagues Grant, Abstract No. 19, being the same land that was conveyed to T. T. Stratton by the Sheriff of Brazoria County as the property of H. H. Brinkman, by deed dated Cotober 4, 1958, recorded in Vol. 237, page 64 of the deed records of said County.

17. 5 scree of land known as Tract 57 in Division 15 of the Brazos Coast Investment Company's Subdivision of the S. F. Austin 5 Leagues Grant, Abstract No. 19, being the same land that was conveyed to 7. T. Stratton by the Sheriff of Brazoria County as the property of C. C. Van Tagner, Jr., by deed dated August 27, 1952, recorded in Vol. 255, page 567 of the deed records of said County.

18. 5 seres of land known at Tract 61 in Division 18 of the Brazes Const Investme Company's Subdivision of the S. P. Austin 5 Leagues Grant, Abstract No. 19, being the same land that was conveyed to T. T. Stratton by the Sheriff of Brazeria County as the property of E. W. Thornton, by deed dated December 6, 1932, recorded in Vol. 258. page 456 of the deed records of said County.

19. 5 acres of land known as Tract 62 in Division 15 of the Brazos Coast Investment Company's Subdivision of the 3. F. Austin 5 Language Grant, ibstract No. 19, being the same land that was conveyed to T. T. Stratton by the Sheriff of Brazoria County as the property of Wm. H. Morefield, by deed dated June 80, 1932, recorded in Vol. 255, page 40 of the deed records of said County; and being the same land deeded to T. T. Stratton by Wm. H. Morefield by Quit-Claim deed dated July 19th, 1935, recorded in Vol. 248, page 484, of the deed records of said County, in which Quit-Claim deed Wm. H. Morefield retained a 1/54th regular interest in all minerals.

30, 10 seres of land known as Tragts 67 and 186 in Division 16 of the Brazes Seast Investment Company's Subdivision of the S. F. Austin 5 Leagues Grant, Abstract No. 19, being the same land that was conveyed to T. T. Stratton by the Sheriff of Brazeria County as the property of Jos. 2. Johnson, by deed fated June Soth, 1938, recorded in Vol. 258, page 78 of the deed records of said County.

\$1. 1/2 Royalty interest in tract 49, division 15 of Brasos. Goast Investment Commany's Subdivision of the S. P. Austin 5 Leagues Grant, Abstract No. 19, being the same land that was conveyed to T. T. Stratton by the Sheriff of Brascria County as the property of A. H. Groom, by deed dated June 30th, 1932, recorded in Vol. 255, page 55 of the deed records of said County; and being the same land deeded to T. T. Stratton by A. M. Groom by Quit-Claim deed dated September 19th, 1932, recorded in Vol. 236, page 108 of the deed records of said County, Also being the same land deeded to Lucille Williams by T. T. Stratton by deed dated November 26, 1934, by Warranty Deed, recorded in Vol. 256, page 13, in which T. T. Stratton retained a 1/2 mineral interest.

22, 5 acres of land known as Tract 72 in Division 15 of Brases Coast Investment Company's Subdivision of the S. F. Austin 5 Leagues Grant, Abstract No. 19, being the same land that was conveyed to T. T. Stratton by the Sheriff of Braze is County as the property of A. M. Groom, by deed dated June 30th, 1952, recorded in Vol. 235, page 55 of the deed records of said County; and being the same land deeded to T. T. Stratton by A. H. Groom by Quit-Claim deed dated September 19th, 1932, recorded in Vol. 256 page 108 of the deed records of said County.

25. 5 acres of land known as Tract 84 in Division 15 of Brasos Coast Investment Company's Subdivision of the S. F. Austin 5 Leagues Grant, Abstract No. 19, being the same land conveyed to T. T. Stratton by the Sheriff of Brascria County as the property of Margaret R. Dunlap, by deed dated June 50th, 1932, recorded in Vol. 255, page 64, of the deed records of said County.

24. 5 acres of land known as Tract 92 in Division 15 of Brasos Coast Investment Company's Subdivision of the S. P. Austin 5 Leagues, Abstract No. 19, being the same land conveyed to T. T. Stratton by the Sheriff of Brazeria County, as the graperty of Harry A. Tuhlma, by deed dated December 6, 1972, recorded in Vel.239, page 428 of the deed records of mid County.

25. 5 acres of land known as Tract 114 in Division. 15 of Brazos Coast Investment Company's Subdivision of the S. F. Austin 5 Leagues Grant, Abstract Mo. 19, being the same land conveyed to T. T. Stratton by the Shoriff of Brazoria County as the property of J. S. Jolley, by deed dated June 50, 1952, recorded in Vol. 255, page 34 of the deed records of gaid County.

26. 5 agree of land known as fract 117 Division 15 of Brases Coast Investment Sampany's Subdivision of the S. P. Austin 5 Leagues Grant, Abstract No. 19, being the same land conveyed to T. ". Stratton by the Sheriff of Brazoria County as the property of irvin W. Esnomk, by deed dated June 30, 1932, recorded in Vol. 235, page 54 of the deed reserves of said County.

27. 5 acres of land known as Tract 119 Division 15 of Brazes Coast Investment Company's Subdivision of the S. F. Austin 5 Leagues Grant, Abstract No. 19, being the same land conveyed to T. T. Stratton by the Sheriff of Brasoria County as the property of Geo. E. McKinstry, by deed dated June 30, 1932 recorded in Vol. 235 page 45 of the deed records of said County.

98, 8 seres of land known as Trust 180 in Division 18 of Brance Coast Investment for Subdivision of the S. T. Austin 5 leagues Brant, Abstract No. 19, being the some 

land conveyed to T. T. Stratton by the Sheriff of Brancia Scenty as the property of Mps.
Plantic Simons by deed dated June 30, 1938 recorded in Vol. 835 page 75 of the deed
records of said Sounty, and being more particularly described in a certain decree of the
County Sount of Brancia Sounty rendered in the condemnation proceedings in case No. 1748
styled Brancs River Marbor Mavigation District of Brancia Sounty, Texas, vs. Mrs. F.
Simons, et al, in which Mrs. F. Simons was awarded \$76.50, said decree recorded in Vol.
829, page 418 of the deed records of said Sounty.

89. 8 series of land known as Tract 181, Division 15, of BrasomiConst Investment Company's Subdivision of the S. F. iustin 5 Leagues Grant, Abstract No. 19, being the same land conveyed to T. T. Stratton by the Shariff of Brasopia County as the property of A. M. Weber by deed dated September 9, 1938, recorded in Vol. 237, page 150 of the deed records of said County.

50. 5 acres of land known as Tract 152, Division 15, of Brasos Coast Investment Company's Subdivision of the S. F. Austin 5 Leagues Grant, Abstract Sc. 19, being the same land conveyed to T. T. Stratton by the Sheriff of Brasoria County as the property of John O'Meill, by deed dated September 22, 1932, recorded in Vol. 237, page 119, of the deed records of said County.

S1. 5 acres of land known as Tract 184, Division 15, of Brasos Coast Investment Company's Subdivision of the S. F. Austin 5 Leagues Grant, Abstract No. 19, being the same land conveyed to T. T. Stratton by the Sheriff of Brasoria County as the property of H. W. Cassell, by deed dated June 30, 1952, recorded in Vol. 235, page 59 of the deed records of said County.

32. 5 acres of land known as Tract 189, Division 15, of Bragos Coast Investment Company's Subdivision of the S. F. Austin 5 Leagues Grant, Abstract Bo. 19, being the same land conveyed to T. T. Stratton by the Sheriff of Brasoria County as the property of Ross & Mitchell, by deed dated December 6, 1932, recorded in Vol. 230 page 441 of the deed records of said County

33. 5 acres of land known as Tract 175, Division 15, of Brases Coast Investment
Company's Subdivision of the S. F. Austin 5 Leagues Orant, Abstract No. 18, being the same
land conveyed to T. T. Stratton by the Sheriff of Brazeria County, as the property of
T. E. Kelly, by deed dated June 3D, 1932, recorded in Vol. 235, page 33 of the deed records
of said County; and being the same land deeded to T. T. Stratton by T. E. Kelly, by
Quit-Claim deed dated August 8th, 1932, recorded in Vol. 235, page 491 of said records.

54. 5 sores of land known as Tract 181, Division 15, of Brance Coast Investment Company's Subdivision of the S. F. Austin 5 Leagues Grant, Abstract Bo. 19, being the semiland conveyed to T. T. Stretton by the Sheriff of Branchia County, as the property of Edwin A. Bedgley, by deed dated June 50, 1932, recorded in Vol. 235 page 56 of the seed records of said County.

55. 5 sores of land known as Tract 189, Division 15, of Braxes Coast Investment Company's Subdivision of the S. F. Austin 5 Leagues Grant, Abstract No. 19, being the same land conveyed to T. T. Stratton by the Sheriff of Braxeria County, as the property of C. W. Puller, by deed dated June 30, 1952, recorded in Vol. 235, page 72 of the dept records of said County.

36. 5 acres of land known as Tract 191, Division 15, of Brases Coast Investment Company's Subdivision of the S. F. Eustin 5 Leagues Grant, Abstract No. 19, being the same land conveyed to T. T. Stratton by the Sheriff of Braseria County, as the property of A. Simons, by deed dated August 27, 1928, recorded in Vol. 288, page 385, of the deed record of said County.

- 37. 10 serve of land known as Tract 348 and Tract 198 of Division 15 of Brasco Coast Investment Company's Subdivision of the S. F. Austin5 Leagues Grent, Abstract Sc. 19,00 being the same land souveyed to T. T. Stratton by the Sheriff of Brazeria County, as the property of R. W. Houses, by deed dated June 30, 1938, recorded in Vel. 255, page 75 of the deed records of said County.
- 38. 5 seres of land known as Frent 225, Davision 15, of Bresco Coast Investment Company's Subdivision of the 8. F. Austin 5 Leagues Grant, Abstract No. 19, being the same land conveyed to 2. T. Stratton by the Sheriff of Brezoria County, as the property of Ames Yount, by deed dated August 27, 1938, recorded in Vol. 235, page 363 of the deed records of said County.
- 30. 5 acres of land 'norm as Tract 225, Division 15, of Brasos Coast Investment Company's Subdivision of the F. Austin 5 Leagues Grant, Abstract No. 19, being the same land conveyed to T. T. Stratton by the Sheriff of Brasoria County as the property of A. E. Mathias, by deed dated June 30, 1932, recorded in Yol. 235, page 44 of the deed records of said County.
- 40. 5 mores of land known as Tract 256, Division 15 of Brasos Coast Investment Company's Subdivision of the S. P. Austin 5 Leagues Grant, Abstract No. 19, being the same land conveyed to T. T. Stratton by the Sheriff of Brasonia County, as the property of C. E. Glass, by deed dated October 4, 1952, recorded in Vol. 257, page 67 of the deed records of said County.
- 41. 8 acres of land known as Tract 245, Division 15 of Brasce Coast Investment Company's Subdivision of the S. F. Austin 5 Leagues Grant, Abstract.No. 19, being the same land conveyed to T. T. Stratton by the Sheriff of Brascria County, as the property of Jack Davis, by deed dated June 30, 1952, recorded in Vol. 255, page 59 of the deed records of said County.
- 42. 5 mores of land known as 1 not 248, Division 15 of Brasos Coast Investment Company's Subdivision of the S. F. Austin 5 Leagues Grant, Abstract No. 19, being the same land conveyed to T. T. Stratton by the coariff of Brasoria County, as the property of R. G. Rogers by deed dated June 30, 1932, recorded in Vol. 235 page 41 of the deed records of said County; and being the same land deeded to T. T. Stratton by Quit-Claim deed by R. J. Rogers, dated September 3, 1938; recorded in Vol. 235, page 485 of the deed records of said County.
- 43. 5 acres of land known as Tract 275, Division 15 of Brazos Coast :Investment Company's Subdivision of the 3. F. Austin 5 Leagues Grant, Abstract No. 19, being the same land conveyed to T. T. Stratton by the Sheriff of Brazoria County, as the property of G. A. Chandler by deed dated June 50, 1852, recorded in Vol. 236, page 58 of the deed records of said County.
- 44. 6 acres of land known as Tract 201, Division 15 of Brazos Coast Investment Company's Subdivision of the 5. F. Austin 5 Leagues Grant, Abstract No. 19, being the same land conveyed to T. T. Stration by the Shariff of Brazoria County, as the property of Fred G. Orem, by deed dated June 30, 1952, recorded in Vol. 256 page 57 of the deed records of said County.
- 45. 5 seres of land known as fract 330, Division 15 of Brazos Coast Investment
  Company's Subdivision of the S. P. Austin 5 Leagues Grant, Abstract No. 19, being the same
  land conveyed to T. T. Strutton by the Sheriff of Brazoria County, as the property of
  Bart Mangel, by deed dated June 30, 1932, recorded in Vol. 235, page 47 of the Deed
  Records of said County.

- 46. 5 seres of land known as Tract 331, Division 15 of Brases Coast, Investment Company's Subdivision of the 6. F. Austin 5 Leagues Grant, Abstract No. 19, being the same land conveyed to 7. T. Stratton by the Sheriff of Braseria County, as the property of M. B. Price, by deed dated June 50, 1939, recorded in Vol. 238, page 61 of the deed records of said County.
- 47. 5 acres of land known as Lot 25, Block 8, Wild Peach Subdivision of 8. F.

  Austin 7-1/8 Leagues Grant, Abstract No. 20, being the same land conveyed to 7. 2. Strather
  by the Sheriff of Brazoria County, as the property of Pearl Wallace, by deed dated Paly
  27, 1958, recorded in Vol. 286, page 157 of the deed records of said County.
- 48. 10 seres of land known as Lots 25 and 50 of Block 5, Wild Peach Subdivision of 5. F. Austin 7-1/5 Leagues Grant, Abstract No. 20 being the same land conveyed to 7. 7. Stratton by the Sheriff of Brazeria County, as the property of Jas. T. Hanna, by deed dated July 27, 1932, recorded in Vol. 235, page 155 of the deed records of said County.
- 49. 5 sores of land known as Lot 1, Block 9, Wild Peach Subdivision of 8. 7. Austin 7-1/5 Leagues Grant, Abstract No. 20, being the same land conveyed to T. T. Stratten by the Sheriff of Brasquia County, as the property of Malter L. Hotter, by deed dated July 27, 1832, recorded in Vol. 235 page 183 of the deed records of said County.
- 50. 12.5 acres of land known as Lots 5 and 9, Block 16, Wild Peach Subdivision of 5. F. Austin 7-1/5 Leagues Grant, Abstract So. 20, being the same land conveyed to T. T. Stratton by the Sheriff of Brascria County, as the property of P. F. Hobart, by deed dated July 27, 1932, recorded in Vol. 235, page 155, of the deed records of said County.
- 51. 5 acres of land known as Lot 12, Block 16, Wild Peach Subdivision of S. F.
  Austin 7-1/3 Leagues Grant, Abstract No. 20, being the same land conveyed to T. T. Stratton
  by the Sheriff of Brazoria County, as the property of Mary E. Communy, by deed dated July
  27, 1932, recorded in Vol. 235, page 126 of the deed records of said County.
- 52. 8.02 acres of land known as Tract No. 335, Block 12, of the Coast Land Company's Subdivision of the S. F. Austin League #2, Abstract No. 25, being the same land conveyed to T. T. Stratton by the Sheriff of Brazoria County, as the property of Agnes Lovach, by deed dated October 4, 1932, recorded in Vol. 237 page 99 of the deed records of said County.
- 55. 5 seres of land known as Tract No. 560 of the Coast Land Company's Subdivision of the S. F. Austin Langua #2, Abst. No. 25, being the same land conveyed to T. T. Stratton by the Sheriff of Brascria County, as the property of N. C. Killeen by deed dated October 4, 1932, recorded in Vol. 257 page 95 of the deed records of said County; and being the same land deeded to T. T. Stratton by N. C. Killeen by Quit-Claim deed dated _____ 1935, recorded in Vol. 240 page 298 of the deed records of said County.
- 54. 20.12 mores of land known as Tracts Numbers 470, 471, 472, and 475 of the Goant Land Company's Subdivision of the S. F. Austin League #2, Abstract No. 25, being the same land conveyed to T. T. Stratton by the Sheriff of Bratchia County, as the property of David Crosl NoLenzie and Camilla Danm, by deed dated September 22, 1958, recorded in Vol. 257, page 75 of the Deed Records of said County.
- 55. 15 acres of land known as Tracts Numbers 522, 525 and 524 of the Coast Land Company's Subdivision of the S. P. Austin League #2, Abstract No. 25, being the same land conveyed to T. T. Stratton by the Shariff of Brazoria County, as the property of Coail Wayne Ward, by deed dated September 22, 1932, recorded in Vol. 237 page 156 of the deed records of said County.
- the Coast Land Company's Subdivision of the S. P. Austin League #2, Abstract No. 23, 1446.
  the same land conveyed to T. T. Strutton by the Sheriff of Branchis County, as the

of C. W. Merns, by deed dated October 4, 1952, recorded in Vol. 987, page 96 of the deed records of said County.

87. 24 series of land known as Lot 8, 8. F. Austin 5 Labor, Abstract No. 50, being the same land conveyed to T. T. Stratton by the Sheriff of Brazoria County, as the property of Minnie Schmidt, by deed dated July 27, 1932, recorded in Vol. 255 page 149 of the deed records of said County.

interest of 65 acres being part of the S. F. Austin Labor, Abstract 54, the Parker Williams Survey, Abst. 187, the C. C. H. A. & H. C. Allaberry 1-1/2 Igs. Abst. 4 and the Calvin Sungral Sup. Abst. 368, and being the property conveyed by Annie Duoros West and Husband W. W. West to J. L. Henry by deed recorded in Vol. 186 page 68 and by him conveyed to H. B. Jackson by deed recorded in Vol. 118 pg. 158 and conveyed to T. T. Stratton by the Sheriff of Erazoria County, as the property of H. B. Jackson, deceased by deed dated Nov. 1, 1938, recorded in Vol. 238 page 289 of the deed records of said County.

59. 4.94 acres of land known as Lot SE of the David and H. T. Goben's Subdivision of the upper 3/4 of the John Eroun 1/4 League, abstract 48, in Brascria and Galveston Counties, being the same land conveyed to T. T. Stratton by the Sheriff of Brascria County as the property of J. C. & Geo. W. Reinders, by dead dated August 27, 1932, recorded in Val. 835 page 344 of the deed records of Brascria County, Texas.

50. 5 seres of land known as Tract 264, Division 13 of the Brazos Coast Investment Company's Subdivision of A. Calvit League, Abstract No. 49, being the same land conveyed to T. T. Stratton by the Sheriff of Brazonia County as the property of Catherine J. Craft, by deed dated June 30th, 1932, recorded in Vol. 235 page 57 of the deed records of said County.

61. 5 acres of land known as fract \$94, Division 15 of the Brases Coast Investment Company's Subdivision of A. Galvit League, Abstract No. 49, being the same land conveyed to T. T. Stratton by the Sheriff of Brascria County as the Property of Harry D. Jackson, by deed dated June 50th, 1932, recorded in Vol. 255 page 22 of the deed records of said County.

62. 5 acres of land known as Tract 358, Division 13 of the Brance Coast Investment Company's Subdivision of A. Calvit League, Abstract No. 49, being the same land.
conveyed to T. T. Stratton by the Sheriff of Brazoria County as the property of Annette T. Gerald, by deed dated June SO, 1952, recorded in Vol. 236, page 23 of the deed records of Brazoria County, Texas.

65. 5 acros of land known as tract 840, Division 13, of the Brazos Coast Investment Company's Subdivision of A. Calvit League, Abstract Ho. 49, being the same land conveyed to T. T. Stratton by the Sheriff of Brazoria County as the property of Dennis Carr, by deed dated June 30th, 1932, recorded in Vol. 235, page 65 of the deed records of said County.

64. 5 acres of land known as Tract 362, Division 15 of the Brazos Coast Investment Company's Subdivision of A. Calvit League, Abstract No. 49, being the same land conveyed to T. T. Stratton by the Sheriff of Brazoria County as the property of C. S. Waters, by deed dated June 30, 1932, recorded in Vol. 235, page 48 of the deed records of said County.

65. 5 seres of land known as Truct 369, Division 13, of the Brazos Coast Investment Company's Subdivision of A. Calvit League, Abstract No. 49, being the same Agad conveyed to T.T. Strutton by the Sheriff of Brazoria County as the property of L. E. Makatrotti; by deed dated June 30, 1932, recorded in Vol. 256 page 76 of the deed records

of Said County.

66. Seeres of land known as Fract S76, Division 15, of the Brases Coast Investment Company's Subdivision of A. Calvit League, Abstract So. 48, being the same land conveyed to T. T. Stratton by the Sheriff of Brasoria County as the property of Brajamin Weelgar, deceased, by deed dated June 30th, 1932, recorded in Vol. 236 page 50 of the deed records of said County; and being the same land deeded to T. T. Stratton by Margan F. Weelgar, heirs of Sanjamin Weelgar, deceased, by Quit-Claim deed dated July 7, 1934, recorded in Vol. S51 page 878 of the Deed records of said County.

67. 5 acres of land known as freet 865, Division 15, of the Brasce Coast Investment Company's Subdivision of A. Calvit League, Abstract Ho. 48, being the same land conveyed to T. T. Stratton by the Sheriff of Brascria County as the property of Miss Francis V. Taylor, by deed dated December 6, 1932, recorded in Vol. 289, page 454 of the deed records of said County.

68. 5 seres of land known as Tract 214, Division 14, of the Brasce Coast Investment Company's Subdivision of 1. Calvit League, Abstract No. 49, being the same land sourceed to T. T. Stratton by the Sheriff of Brascria County as the property of Sam Shearard, by deed dated June 30, 1932, recorded in Vol. 235, page 45 of the deed records of said County.

69. 5 acres of land known as Tract 1, Division 2, of the Brases Count Investment.

Company's Subdivision of F. J. Calvit League, Abstract No. 51, being the same land conveyed to T. T. Stratton by the Sheriff of Brascria County as the property of W. J. Pilkington, by deed dated June 30, 1932, recorded in Vol. 256, page 87 of the deed records of said County; and being the same land deeded to T. T. Stratton by W. J. Pilkington by Quit-Claim deed dated August 29, 1932, recorded in Vol. 256, page 498 of the deed records of said County.

70. 5 acres of land known as Tract 7, Division 2, of the Brascs Coast Investment Company's Subdivision of F. J. Calvit League, Abstract No. 51, being the same land conveyed to T. T. Stratton by the Sheriff of Brascria County as the property of Geo. Thebe and W. C. Wardlow, by deed dated November 1, 1932, recorded in Vol. 238, page 305 of the deed records of said County.

71. 5 acres of land known as Tract 9, Division 2, of the Brasos Coast Investment Company's Subdivision of P. J. Cs? League, Abstract No. 51, being the same land conveyed to T. T. Stratton by the Sheriff of Brascria County as the property of Carl Zenor, deceased, by deed dated November 1, 1932, recorded in Vol. 238, page 511 of the deed records of said County.

78. 5 sores of land known as Tract 10, Division 2, of the Braces Const Investment Company's Subdivision of F. J. Calvit League, Abstract Ec. 51, being the same land conveyed to T. T. Stratton by the Sheriff of Brazeria County as the property of B. T. Redgers, by . deed dated August 27, 1932, recorded in Vol. 235, page 367 of the deed records of said County.

73. 5 sores of land known as fract 11, Division 2, of the Brazos Coast Investment Company's Subdivision of P. J. Calvit League, Abstract No. 51, being the same land conveyed to T. T. Stratton by the Sheriff of Brazoria County as the property of L. D. welder, by deed dated June 30, 1932, recorded in Vol. 235, page 92 of the deed records of said. County.

74. 5 sores of land known as Tract 8, Division 4, of the Brazos Coast Investment
Company's Subdivision of F. J. Calvit Survey, Abstract Bo. 51, being the same land economic
to T. T. Stratton by the Sheriff of Brazoria County as the property of amos Williams,
deed dated June 30, 1958, recorded in Val. 258, page 304 of the deed records of

And the second of the second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second s

75. 5 series of land known as fract 10, Division 4, of the Brazos Coast Investment Company's Subdivision of F. J. Calvit Survey, Abstract No. 51, being the same land conveyed to T. T. Stratton by the Sheriff of Brazoria County as the property of Vernon Rhodes, by deed dated August 27, 1952, recorded in Vol. 255, page 343 of the deed records of said County.

76. 6 acres of land known as Tract 9, Division 5, of the Brases Coast Investment Company's Subdivision of P. J. Calvit Survey, Abstract No. 51, being the same land conveyed to T. T. Stratton by the Sheriff of Brascria County as the property of L. P. Gibson, by deed dated November 1, 1952, recorded in Vol. 258 page ESL of the deed records of said County.

77. 5 sores of land known as Tract 95, Division 7, of the Brases Coast Investment Company's Subdivision of F. J. Calvit Survey, Abstract No. 51, being the same land conveyed to T. T. Stratton by the Sheriff of Braseria County as the property of C. E. Glass, by deed dated October 4, 1852, recorded in Vol. 257, page 87 of the deed records of said County.

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78. 5 acres of land known as Treet 5, Division 8, of the Brazos Coast Investment Company's Subdivision of P. J. Calvit Survey, Abstract No. 51, being the same land conveyed to T. T. Stratton by the Sheriff of Brazonia County as the property of E. T. Tugwell, by deed dated June 50, 1952, recorded in Vol. 255, page 90 of the deed records of said County.

79. 5 acres of land known as Tract 6, Division 8, of the Braxos Coast Investment Company's Subdivision of F. J. Calvit Survey, Abstract No. 61, being the same land conveyed to T. T. Stratton by the Sheriff of Braxoria County as the property of Charlie Rogers, by deed dated June 50, 1932, recorded in Vol. 235, page 18 of the Deed Records of said County.

80. 5 agree of land known as Tract 24, Division 8, of the Brasos Coast Investment Company's Subdivision of F. J. Calvit Survey, Abstract No. 51, being the same land conveyed to T. T. Stratton by the Sheriff of Brazoria County as the property of J. S. McConnell, by deed dated Saptember 22, 1932, recorded in Vol. 237, page 114, of the deed records of said County.

81. 5 acres of land known as Tract 50, Division 8, of the Brasos Coast Investment Company's Subdivision of F. J. Calvit Survey, Abstract No. 51, being the same land conveyed to T. T. Stratton by the Sheriff of Brasoria County as the property of hen Eurphy, by deed dated September 82, 1952, recorded in Vol. 287, page 112 of the deed records of said County.

82. S agree of land known as Tract 39, Division 8 of the Brasos Coast Investment Company's Subdivision of P. J. Calvit Survey, Abstract No. 51, being the same land conveyed to T. T. Stratton by the Sheriff of Brasoria County as the property of Alice G. and Co-Tuneett, by deed dated Hovember 1, 1932, recorded in Vol. 238, page 280 of the deed records of said County.

85. 5 sores of land known as Tract 45, Division 8, of the Brazos Coast Investment Company's Subdivision of F. J. Calvit Survey, Abstract No. 51, being the same land conveyed to T. T. Stratton by the Sheriff of Brazoria County as the property of J. V. Pledge, by deed dated August 27, 1952, recorded in Vol. 255, page 345 of the deed records of said County.

84. 5 acres of land known as Tract 46, Division 8, of the Brazos Coast Investment Company's Subdivision of F. J. Calvit Survey, Abstract No. 51, being the same land conveyed to T. T. Strutton by the Sheriff of Brazoria County as the property of John Yount, by deed dated June 80, 1932, recorded in Yel. 235, page 68 of the Deed records of said County.

98. 5 seres of land known as Truet 85, Division 8 of the Brance Court Investment Company's Subdivision of F. J. Calvit Survey, Abstract No. 51, being the same land conveyed to T. T. Stratton by the Smariff of Branceia County as the property of B. F. Marriott, by deed dated August 27, 1932, recorded in Vol. 985, page 536, of the deed records of said County.

56. 5 series of land known as Fract 110, Division 8 of the Brasos Coast Investment Company's Subdivision of F. J. Calvit Survey, Abstract No. 51, being the same land conveyed to T. T. Stratton by the Sheriff of Branchia County as the property of C. W. Grantham, by deed dated June 50, 1958, recorded in Vol. 255, page 86 of the deed records of said County.

B7. S seres of lend known as truct 20, Division 8, of the Brazos Coast Investment. Company's Subdivision of P. J. Calvit Survey, Abstract Ec. 61, being the sums land conveyed to T. T. Stratton by the Shariff of Brazonia County as the property of J. P. MoFerrin, by deed dated August 27, 1932, recorded in Vol. 255, page 340 of the deed records of said County; and being the same land deeded to T. T. Stratton by J. P. MoFerrin by Quit Claim deed dated September ____ 1935, recorded in Vol. 245 page 206 of the deed records of said County.

88. Also Lot 3, Block 539 in the town of Velasco being the same land deeded to T. T. Stratton by J. P. McFerrin by Quit Claim deed dated September____ 1935, recorded in Vol. 243, page 205 of the deed records of said County.

69. 5 acres of land known as Tract 21, Division 9 of the Brases Coast Envestment Company's Subdivision of F. J. Calvit Survey, Abstract No. 51, being the same land conveyed to T. T. Stratton by the Sheriff of Braseria County as the property of G. W. Baker, by deed dated September 22, 1932, recorded in Vol. 257 page 59 of the deed records of said County.

90. 5 somes of land known as Tract 84, Division 9, of the Brases Coast Investment Company's Subdivision of P. J. Calvit Survey, Abstract 51 being the same land conveyed to T. T. Stratton by the Sheriff of Braseria County as the property of Dr. R. C. Padgett, by deed dated September 22, 1932, recorded in Vol. 237, page 181 of the deed records of said County; and being the same land deeded to T. T. Stratton by R. C. Padgett by Quit Claim deed dated September _____ 1933, recorded in Vol. 245, page 196.

91. 5 cores of land known as Tract 85, Division 9, of the Brasos Coast Investment Company's Subdivision of F. J. Calvit Survey, Abstract 51 being the same land conveyed to T. T. Stratton by the Sheriff of Brasoria County as the property of Annette T. Gerald, by deed dated June 50, 1952, recorded in Vol. 235, page 26 of the deed records of said County.

92. 5 zeros of land known as Tract 86. Division 9, of the Brasca Coast Investment Company's Subdivision of F. J. Calvit Survey, Abstract 51 being the same land conveyed to T. T. Stratton by the Shariff of Brascria County as the property of R. C. Crane, by deed dated September 22, 1952, recorded in Vol. 257 page 70 of the deed records of said County.

95. 5 acres of land known as Tract 120, Division 9, of the Brance Coast Investment Company's Subdivision of F. J. Calvit Survey, Abstract 51 being the same land conveyed to T. T. Stratton by the Sheriff of Brazoria County as the property of J. M. Anthony, by deed dated August 27, 1932, recorded in Vol. 255 page 318 of the deed records of said County.

94. 5 sores of land known as Tract 198, Division 9 of the Brazos Coast Investor

Company's Subdivision of P. J. Calvit Survey, Abstract 51, being the same land conveyed to T. P. Stratton by the Shariff of Branchia County as the property of E. A. Halverton, by deed dated August 27, 1938, recorded in Yel. 235, page 530, of the deed records of said County.

95. 5 acres of land known as Tract 189, Division 9, of the Brazos Coast Investment Company's Subdivision of F. J. Calvit Survey, Abstract 51, being the same land conveyed to T. T. Stratten by the Sheriff of Brazosia County as the property of H. T. Barnes, by deed dated August 27 1958, recorded in Vol. 255, page 519 of the deed records of said County.

96. 5 acres of land known as Tract 154, Division 9, of the Brazos Coast Investment Company's Subdivision of B. J. Calvit Survey, Abstract 51, being the same land conveyed to T. T. Stratton by the Sheriff of Brazoria County as the property of W. M. Jones, by deed dated August 27, 1932, recorded in Vol. 235, page 334 of the deed records of said County.

97. 5 acres of land known as Tract 158, Division 9, of the Brazos Coast Investment Company's Subdivision of P. J. Calvit Survey, Abstract 51, being the same land conveyed to T. T. Stratton by the Sheriff of Brazoria County as the property of H. W. Tamage, by deed dated June 30, 1932, recorded in Vol. 255 page 28 of the deed records of said County.

98. 5 sores of land known as Tract 177, Division 9, of the Brazon Coast Investment Company's Subdivision of F. J. Calvit Survey, Abstract 51, being the same land conveyed to T. T. Stratton by the Sheriff of Brazonia County as the property of J. S. McGraw, by deed dated August 27, 1932, recorded in Vol. 235, page 342, of the deed records of said County.

99. 5 acres of land known as Tract 179, Division 9, of the Brazes Coast Investment Company's Subdivision of F. J. Celvit Survey, Abstract 51, being the same land conveyed to T. T. Stratton by the Sheriff of Brazeria County as the property of G. G. Gilchrist, by deed dated August 27, 1938, recorded in Vol. 235, page 323 of the deed records of said County; and being the same land deeded to T. T. Stratton by G. G. Gilchrist by Quit-Claim deed dated August 51st, 1932, recorded in Vol. 235, page 490 of the deed records of said County.

100. 5 acres of land known as Tract 40, Division 10, of the Brazos Coast Investment Company's Subdivision of F. J. Calvit Survey, Abstract 51, being the same land conveyed to T. T. Stretton by the Sheriff of Brazoria County as the property of J. G. Allen, by deed dated September 22, 1932, recorded in Vol. 237 page 55 of the deed records of said County.

101. 5 seres of land known as Treet 75, Division 10, of the Brazos Coast Investment Company's Subdivision of P. J. Calvit Survey, Abstract 51, being the same land conveyed to T. T. Stratton by the Sheriff of Brazoria County as the property of C. E. McPoland, by deed dated November 1, 1932, recorded in Vol. 238, page 288 of the deed records of said County.

102. 10 seres of land known as Tracts 79 and 82, Division 10, of the Brazos Coast Envestment Company's Subdivision of F. J. Calvit Survey, Abstract 51, being the seme land conveyed to T. T. Stratton by the Sheriff of Brazoria County as the property of Daniel Sime, by deed dated Jume 30, 1932, recorded in Vol. 235, page 89 of the deed records of said County.

195, 5 seres of land known as Treet 85, Division 10, of the Brases Coast
Investment Company's Subdivision of F. J. Calvit Survey, Abstract 81, being the same
and approved to T. T. Stratton by the Shariff of Braseria County as the property of

of E. L. Carber, by deed dated September 22, 1838, recorded in Vol. 227, page 55 of the deed records of said County.

204. S acres of land known as Tract 85, Division 10, of the Brace Coast Exception Company's Subdivision of F. J.Galvit Survey, Abstract 81, being the same land conveyed to T. J. Stratton by the Sheriff of Braceria County as the property of Brs. Basel L. Daniella by deed dated August 27, 1932, recorded in Vol. 235, page 327 of the deed records of said County; and being the same land deeded to T.T. Stratton by Quit Claim deed from Brs. Basel L. Daniels, dated Cotober ____ 1932, recorded in Vol. 235 page 516 of the deed records of said County.

108. 5 agree of land known as Eract 87, Division 10, of the Brases Coast Investment Company's Subdivision of P. J. Calvit Survey, Abstract 51, being the same land conveyed to T. T. Stratton by the Sheriff of Brasoria County as the property of Mrs. A. J. Delfield, by deed dated September 22, 1932, resorded in Vol. 237 page 76 of the deed records of said County.

106. S cores of land known as Tract 89, Division 10, of the Brasos Coast Investment Company's Subdivision of P. J. Calvit Survey, Abstract 51, being the same land conveyed to T. T. Stratton by the Sheriff of Brasoria County as the property of E. G. Reighmen, by deed dated Hovember 1, 1932, recorded in Vol. 236, page 295, of the deed records of said Dounty.

107. 5 acres of land known as Tract 98, Division 10, of the Brases Coast Envestment Company's Subdivision of F. J. Calvit Survey, Abstract 51, being the same land conveys to T. T. Stratton by the Sheriff of Brascria County as the property of the Estate of J. F. Daugherty, by deed dated Hovember 1, 1932, recorded in Vol. 238 page 272 of the deed recorded of said County.

108. 5 acres of land known as Tract 115 Division 10, of the Brases Const Investment Company's Subdivision of F. J. Calvit Survey, Abstract 51, being the same land conveyed to T. T. Stratton by the Sheriff of Brasoria County as the property of R. L. Fulemeider, by deed dated June 50, 1952, resorded in Vol. 255, page 52 of the deed records of said County.

109. 5 acres of land known as Tract 116, Division 10, of the Brasos Coast Investment Company's Subdivision of F. J. Calvit Survey, Abstract 51, being the same land conveyed to T. T. Stratton by the Sheriff of Brazoria County as the property of W. H. Vadament, by deed November 1, 1952, recorded in Vol. 258, page 305, of the deed records of said County.

110. 5 scres of land known as Tract 117, Division 10, of the Brasos Coast
Investment Company's Subdivision of P. J. Calvit Survey, Abstract 51, being the same land
conveyed to T. T. Stratton by the Sheriff of Brasoria County as the property of W. H.
Morefield by deed dated October 4, 1932, recorded in Vol. 237, page 110 of the deed records
of said County; and being the same land deeded to T. T. Stratton by W. H. Morefield, by
Quit-Claim deed dated July 19, 1953, recorded in Vol. 242, page 454 of the Deed Records of
said County, and in which Quit-Claim deed W. H. Morefield retained a 1/64th royalty interest
in all minerals.

Ill. 5 acres of land known as Tract 41, Division 11, of the Brazos Cosst Investment Company's Subdivision of P. J. Calvit Survey, Abstract 51, being the same land conveyed to T. T. Stratton by the Sheriff of Brazoria County as the property of Continental Cil. Company, by deed dated October 4, 1958, recorded in Vol. 257, page 71 of the deed records of said County.

112. Lot 8, Block 2, High School Addition to the town of Deson, being the same.

land conveyed to T. T. Stratton by the Sheriff of Brazonia County as the property of Englished Hillyer, by deed dated November 1, 1938, recorded in Tel. 228 page 284 of the page 384.

records of mid County. .

115. 10 acres of land known as Lot 89 of the Goo. W. Jenkins Subdivision of the W. D. C. Hall League, Abstract No. 70, being the same land conveyed to T. T. Stratton by the Sheriff of Brasoris County as the property of George A. Woods, by deed dated August 87, 1958, resorded in Vol. 835, page 560 of the deed records of said County; and being the same land deeded to T. T. Stratton by Geo. A. Woods by Quit-Claim deed dated December 28th, 1952, recorded in Vol. 236 page 594 of the deed records of said County, in which said Quit-Claim deed Geo. A. Woods retained a 1/64th royalty in all minerals.

114. 300 acres of land known as Lots 87 and 54, inclusive, out of the Geo. Marrison Survey, Abstract 75, being the same land conveyed to T. T. Stretton by the Shekiff of Brazoria County as the property of Mrs. Gertmude S. Girardeaus Mrs. Sallie Chambers, Clay Stone Briggs, and others, by deed dated December S, 1938, recorded in Vol. 239, page 424 of the deed records of said County.

115. 5 sores of land known as Tract 4, Division 3, of the Brazoe Coast Investment Company's Subdivision of A. Mitchell Survey, Abstract No. 98, being the same land conveyed to T. T. Stratton by the Sheriff of Brazoria County as the property of W. B. Saxon, by deed dated ingust 27, 1932, recorded in Yol. 235, page 352 of the deed records of said County.

116. 5 sores of land known as Tract 5, Division 3, of the Brazos Coast Investment Company's Subdivision of A. Mitchell Survey, Abstract No. 98, being the same land conveyed to T. T. Stratton by the Sheriff of Brazonia County as the property of Ira D. Rolland, by deed dated August 27, 1952, recorded in Vol. 235, page 332 of the deed records of said County.

117. 5 mores of land known as Tract 6, Division 3, of the Brazos Coast Investment Company's Subdivision of A. Mitchell Survey, Abstract No. 98, being the same land conveyed to T. T. Stratton by the Sheriff of Brazoria County as the property of Wm. W. Segar, by deed dated August 27 1952, recorded in Yol. 255, page 354 of the deed records of said County.

116. 5 acres of land known as freet 7, Division 8, of the Braxes Coast Investment Company's Subdivision of A. Mitchell Survey, Abstract No. 98, being the same land conveyed to T. T. Stratton by the Sheriff of Braxeria County as the property of C. M. Karat, by deed dated August 27, 1932, recorded in Vol. 235, page 355, of the deed records of said County.

119. 5 seres of land known as Tract 8, Division 3, of the Brases Coast Investment Company's Subdivision of A. Mitchell Survey, Abstract No. 98, being the same land conveyed to T. T. Stratton by the Sheriff of Brasoria County as the property of B. V. Ritts, by deed dated August 27, 1932, recorded in Vol. 238, page 350 of the deed records of said County.

120. 10 sores of land known as Lot S7, Block "A" out of the Norman Chatfield Subdivision of the Francis Moore League, Abstract 100, being the same land conveyed to T. T. Stratton by the Sheriff of Brazonia County as the property of George Maras, by deed dated September 22, 1932, recorded in Vol. 237, page 104 of the deed records of said County.

121. 14 scres of land known as Lot 45 and South 32 feet off Lot 46 in Block Bo.

8 of the Texas Coast Development Company's Subdivision of the E. P. Myrick Survey,
Abstract Bc. 102, being the same land conveyed to T. T. Stratton by the Sheriff of Brasoria

15 of the property of Mary Sheehan, by deed dated July 27, 1982, recorded in Vol. 225

the dead records of gold County; and the light the land to old the Popular

Company has a 1/2 mineral interest as shown in deed from the Texas Company to Many Sheety dated Cotober 87, 1919, recorded in Val. 186, page 822 of the deed records of said County

192 . 10 sores of land known as Tract 45, Block 2, of the Texas Goant Development Company's Subdivision of the E. P. Myrick Survey, Abstract 30, 108, being the same land conveyed to T. P. Stratton by the Shoriff of Brazeria County as the property of Louis Enuderer, by deed dated October 4, 1932, recorded in Vol. 257 page 95 of the deed records of said County; and being the same land in which the Texas Company has a 1/2 mineral interest as shown in deed from The Texas Company to Louis Enuderer, dated April 4, 1918, ... recorded in Vol. 145 page 609 of the Deed Records of said County.

183. SO seres of land known as fract V, Block 4 of the Terms Coast Development Company's Subdivision of the E. P. Hyriok Survey, Ibetact No. 108, being She same land conveyed to T. T. Stratton by the Sheriff of Brancria County as the property of G. M. Manudessed, by deed dated July 27, 1932, recorded in Vol. 235, page 141 of the deed records of said County; and being the same land deeded to T. T. Stratton by Mrs. Minnis. Maxon, one of the heirs of G. M. Maxon, seting individually and as agent for othercheirs, by Quit-Claim deed dated __ 1952, recorded in Vol. 255, page 493 of the said deed records and being the same land in which The Terms Company has a 1/2 mineral interest as shown in deed from the Terms Company to C. N. Maxon dated December 28, 1919, recorded in Vol. 157 page 499 of the deed records of said County.

124. E seres undivided interest, out of a treet of 19.67 seres being 10 seres in the Geo. Tennille Survey, Abstract 15% and 9.67 seres in the M. Varner Survey, Abstract 155, being the same land conveyed to T. T. Stratton by the Sheriff of Braseria County as the property of The Atlantic Esystems Petroleum Company, Dac., by deed dated Movember 1, 1932, recorded in Vol. 258 page 272 of the Deed resords of said County.

125, 20 acres of land known as Lot 8, Division 2, of the Subdivision of the East 1/4 of Edwin Waller League, Abstract No. 134, being the same land conveyed to B. M. Zamison, Jr. by the Sheriff of Brazoria County as the property of Edna Earl Mayes, by deed dated June 30, 1952, recorded in Volume 254 page 309 of the deed records of said County; and being the same land redeemed by Edna Earl Mayes and sold to T. T. Stratton by deed dated June 28th, 1954, recorded in Vol. 251 page 217 of the deed records of said County, by which said deed Edna Earl Mayes retains a 1/16th royalty interest in all minerals.

126. All minerals in and under a tract of 9 185/204 acres of land known as Lot 3, Section 17, E. T. & B. R. R. Go. Survey, Abstract No. 228, being the same land conveyed to T. T. Stratton by the Sheriff of Brascria County as the property of B. D. Shurts & Jason Kilgore, by deed dated December 6, 1982, recorded in Vol. 239 page 452 of the deed records of said County, and which tract (less the minerals) was sold by the parties to this instrument, to Mrs. Mary Ella Cole by deed dated March 18, 1936.

127. 1/2 Mineral interest in 22 acres of land known as Tract 4, Section 21, H. T. & B. R. R. Co. Survey, Abstract No. 230, being the same land conveyed to T. T. Stratton by the Sheriff of Brascria County, as the property of S. T. Hickman, by deed dated July 27, 1932, recorded in Vol. 235 page 134 of the deed records of said County. The 1/8 mineral interest being awarded to T. T. Stratton by decree in suit No. 26701, styled William Schroeder et al. Vs. S. T. Hickman et al., found on page 15009 of the District Court Minutes of Brascria.

County, and in deed records Vol. 255, page 459 of said County.

128. 10 sores of land known as Lot 7, of the Allison-Richey Gulf Coast Rome Company's Suburban Gardens Subdivision of Section 18, H. T. & B. R. R. Co. Survey, Abely 245, being the same land sonveyed to T. T. Stratton by the Shariff of Brascria Gound the property of Fred Meyer, by deed dated Gatober 4, 1988, recorded in Velice 77, 1888,

of the deed records of said Country and being the same land deeded to T. T. Stratten by Fred Heyer and wife, by quit-Claim doed, dated Outober 24, 1934, recorded in Yol. 254, page 460 of the deed records of said County.

129. S acres of land being the East 1/2 of a tract of 10 acres of land, know as Lot 16 of the Allison-Richey Bulf Oceat Home Company's Suburban Gardens Subdivision of Section 19, R. T. & B. R. R. Co. Survey, Abstract No. 245, said 10 acre tract being the same land conveyed to " T. Stratton by the Sheriff of Brascria County as the property of W. M. Archibald, by deed dated Hovember 1, 1932, recorded in Vol. 838, page 278 of the deed records of said County; and being the same land deeded to H. H. Boyd by Jennie S. Archibald, by Quit Claim deed dated September 1, 1934, recorded in Vol. 255, page 599 of said records; and being the same land conveyed to T. T. Stratton by H. M. Boyd by deed dated September 34, 1934, resorded in Vol. 253, page 600 of the deed records of said County. The West 5 seres of the above mentioned 10 acre tract having been sold by T. T. Stratton to Fred and Mary Jollison by deed dated __ recorded in Yol. __ page __ of said deed records.

130. SO acres of land known as Lots 15 & 40 of Allison-Richey Gulf Coast Home Company's Subdivision of Section 25, E. T. & B. R. R. Co. Survey, Abstract No. 245, being the same land conveyed to T. T. Stratton by the Sheriff of Brascria County as the property of J. O. Bhlinger and Bankers Mortgage Company, by deed dated September 22, 1982, recorded in Yol. 257 page 80 of the deed records of said County.

151. 10 acres of land known as Lot Sl, of Allison Richey Gulf Coast Home Company's Subdivision of Section 25, R. T. & B. R. R. Co. Survey, Abstract No. 245, being the same land sonveyed to T. T. Stratton by the Sheriff of Brazeria County as the property of . Zho. F. Holan, by deed dated October 4, 1932, recorded in Vol. 237 page 117 of the Deed Records of said County.

132. 10 scree of land known as Lot 32 of the Allison-Richey Gulf Coast Home Company's Suburban Gardens Subdivision of Section No. 25, E. T. & E. R. R. Co. Su vey. Abstract No. 245, being the same land conveyed to T. T. Stratton by the Sheriff of Brascria County, as the property of 5. D. Benthsysen, by deed dated October 4, 1932, recorded in Vol. 237 page 135 of the Beed Records of said County.

155. B.4 agres of land known as Lot 41-A of the Allison-Richey Gulf Coast Home Company's Suburban Gardens Subdivision of Section No. 25, H. T. & B. R. R. Co. Survey. Abstract No. 245, being the same land conveyed to T. T. Stratton by the Sheriff of Brazoria County, as the property of Mrs. C. Pawconer, by deed dated January 1, 1935, recorded in Vol. 239 page 421 of the Deed Records of said County.

156. 10 sores of land known as Tract 46 of the Allison-Richey Gulf Goast Home Company's Suburban Gardens Subdivision of Section No. 25 H. T. & B. R. R. Co. Survey. Abstract So. 245, being the same land conveyed to T. T. Stratton by the Shariff of Bransmis County, as the property of Adam F. Schmidt, by deed dated July 27, 1938, recorded in Vol. 235, page 148 of the Deed Records of said County.

- 136. B acres of land off the East side Lot 51 in the Allison-Richey Gulf Coast Home Company's Suburban Gardens Subdivision of Section No. 25, H. T. & B. R. H. Co. Survey, Abstract No. 945, being the same land conveyed to T. T. Stratton by the Sheriff of Bescrie County, as the property of E. G. O'Connell, by deed dated October 4, 1952, recorded in Vol. 237 page 119 of the Dood Records of said County.

185, 80 acres of land known as Lots 86 and 28 of a subdivision of Section 67, fa. b. B. B. L. Co. Survey, Abstract Sc. 281, being the same land conveyed to T. T. to the theritt of Breserts County as the property of E. H. Coggashall, by doed A

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and being the same land deeded to T. T. Strutten by R. M. Coggestall by Quit Chair Aced dated Bovember 29th, 1955, recorded in Vol. 844, page 261 of the Bood records of said. County.

I 137. 10 eares of land known as Lot 35 of a subdivision of Section 67, N. T. A. B. R. R. Go. Survey, Abstract so. SEL, being one of the graces conveyed to 2. 2. Weeklynn by the Sheriff of Brazuria County as the property of W. Scott Everett, by deed dated June 50, 1939, recorded in Vol. 955 page 85 of the Deed Records of said County, and also course by Quit Claim deed from A. T. Stautberg to 2. 2. Stratton Vol. 864, page 887.

130. 10 acres of land known as Lot 11, being the SE 1/4 of the S 1/2 of the W 1/2 of the SE 1/4 of Section 51, H. T. & B. E. R. Co. Survey Abstract No. 286, being the same land conveyed to T. T. Stratton by the Shoriff of Brazoria County as the property of Donald Salisbury, by deed dated November 1, 132, recorded in Vol. 235 page 297 of the Deed Records of said County; and being the same land deeded to T. T. Stratton by Donald Salisbury, by Quit Claim deed dated November 3rd, 1935, becorded in Vol. 245, page 535 of the Deed Records of said County.

140. 10 acres of land known as Lot 41, of Allison-Richey Gulf Coast Rome Company's Suburban Cardens Subdivision of Section No. 81, H. T. & B. R. R. Co. Survey, Abstract Ho. 27 800, being the same land conveyed to T. T. Stratton by the Sheriff of Brascria County, as the property of E. P. Alford, by deed dated October 4, 1932, recorded in Vol. 237 page 54 of the deed records of said County.

141. 20 eares of land known as Lots 1 and 2 of Allison-Richey Gulf Coast Eque Company's Suburban Gardens Subdivision of Section No. 25, H. T. & B. R. R. Co. Survey, Abstract No. 304, being the same land conveyed to T. T. Stratton by the Sheriff of Braseria County as the property of E. H. Burns, by deed dated October 4, 1932, recorded in Vol. 257, page 67 of the deed records of said County.

142. 5 series of land known as the S 1/2 of Lot 46 of the Allison-Richey Gulf Const Home Company's Suburban Gardens Subdivision, Division 92, of the E. Little and Section 92 A. C. E. & B. Surveys, Abstracts Nos. 320 and 541, being the same land conveyed to T. T. Stratton by the Sheriff of Brascria County as the property of Hellie & Ernest Eugersh's by deed dated October 4, 1932, recorded in Vol. 237 page 125 of the deed records of said County.

165. 10 acres of land known as Tract or Farm No. 517, of the Subdivision of Section 3, Lavsen Mavigation Company, Abstract No. 388, being the same land conveyed to T. T. Stratton by the Sheriff of Brazoria County as the property of H. H. Seggeshall, by deed dated July 27, 1935, recorded in Vol. 255, page 185 of the Seed Records of said County; and being the same land deeded to T. T. Stratton by H. H. Coggeshall by Quit Claim deed dated November 29th, 1953, recorded in Vol. 244, page 281 of the Deed Records of said County.

144. I sore of land in a square out of NW corner of the 5 10 sores purchased by T. T. Stratton from D. W. Holland, sometimes referred to as Lot 7 of the folm markin Survey Abstract Bo. 351 being the same land conveyed to T. T. Stratton by the Sheriff of Brascria County as the property of sam Bryant, by deed dated August 27, 1936, recorded in Yele 256, page 324 of the deed records of said County.

in the same and the

245 / 20 acres of land known as Tract & of the John Markin Survey, Abstract No. 250, being the same land conveyed to T. T. Stratton by the Sheriff of Brazeria County as the property of W. T. Durney, by deed dated July 27, 1932, recorded in Vol. 255, page 1988 of the Deed Records of said County.

145. SO agree of land known as "Fiddlers Island" out of the Robt. McClure Survey Abstract No. 339, being the same land conveyed to T. T. Stratton by the Shariff of Brazorda County as the property of T. E. & R. P. Ballows, by deed dated December 6, 1632, recorded in Yol. 839 page 415 of the Deed Records of said County.

147. 9.91 acres of land known as Lot 4 of the Thaddeus N. Boggs Subdivision of 100 acre farm Lot or Tract No. 86, of the Brascria Eand and Cattle Company's Subdivision of the Thomas Spraggine Survey, Abstract No. 566, being the same land conveyed to T. T. Stratton by the Sheriff of Brascria County as the property of Francis Rossile Boggs, by deed dated June 30, 1932, recorded in Vol. 255, page 19 of the Deed Records of eald County.

248. Searce of land known as Lote 5, 6 and 82 of the 82 of Tract No. 8, Reed Subdivision of the L. M. H. Washington Survey, Abstract No. 386, being the same land conveyed to T. T. Stratton by the Sheriff of Brazoria County as the property of A. J. Sullivan, Leander E. Smith and George Hall Hamilton, by deed dated September 22, 1932, recorded in Yol. 857 page 131 of the Deed Records of said County.

149. I acre of land known as lot 25, of the Reed Subdivision of Tract No. 8, out of the L. M. H. Mashington Survey, Abstract No. 386, being the same land conveyed to T. T. Stratton by the Sheriff of Brazoria County, as the property of C. L. Hrusse and Henny LaFrey Cull, by deed dated October 4, 1952, recorded in Vol. 257, page 56 of the deed records of said County.

150. 10 seres of land known as Tract 3 out of Section 1, I. & G. H. Survey, Abstract Ec. 400, being the same land conveyed to T. T. Stratton by the Sheriff of Brascria County as the property of Mary Ada Hawley, by deed dated January 3, 1933, recorded in Vol. 239, page 425 of the deed records of said County.

151. 10 scree of land known as Tract 11A out of Section 1, I. & S. H. Survey,
Abstract No. 400, being the same land conveyed to T. T. Stratton by She Sheriff of Brazoria
County as the property of H. W. & Martha Cunningham, by deed dated September 22, 1932,
recorded in Vol. 257 page 75 of the Deed Records of said County.

188. 10 acres of land known as Tract No. 2, Section 25, 1. C. H. & B. Abstract No. 412, being the same land conveyed to T. T. Stratton by the Sheriff of Brazeria County as the property of Andrews Weingarten, by deed dated November 1, 1932, recorded in Vol. 288 page 300 of the Deed Records of said County.

185. By seres of land known as the We of the Ed of Lot 21, of the Allison-Richey Gulf Const Home Company's Suburban Cardens Subdivision of Section 89, A. C. H. & E. Abstract Ho. 417, being the same land conveyed to T. T. Stratton by the Sheriff of Brazoria County as the property of W. H. Johnson, by deed dated January 3, 1933, recorded in Vol. 239 page 439 of the deed records of said County.

184. By series of land known as By of Loi Sl of the Allison-Richey Gulf Coast Home Gempany's Suburban Garden: Subdivision of Section 89, A. C.H. & B. Abstract No. 417, being the seme land conveyed to ? ?. Stratton by the Sheriff of Brascria County, as the property of Henry Albrecht, 3r., E. L. Bracey, J. A. Heidermeier, Henry Albrecht, Sr., and L. A. Burshan, by deed dated January S, 1985, recorded in vol. 250, page 415 of the deed records

185, 10 hours of land known as Lot 58 of the Allison-Richey Galf Coast Rose Company's

A. C. L. S. Strange Line 117, being the sum land

conveyed to T. T. Strutten by the Shariff of Brazoria County as the property by Ero. Ly Ma. Smith, N. J. Smith and W. A. Smith, by deed dated October 4, 1982, recorded in Vol. SW page 188 of the deed records of said County; said truet of land being subject to a 1/2640 royalty in all oil, reserved by the Allison Richey Gulf Coast Erms Company mentioned in that certain Warranty Deed from Ers. L. W. Smith et al to W. A. Smith recorded in Vol. 178 page 565 of the deed records of said County.

156. 10 acres of land known as Lot 35 of the Allison-Richey Gulf Coast Home Company's Auburban Gardens Subdivision of Section 86, A. C. H. & B. Survey, Abstract Ho. 417, being the same land conveyed to T. T. Stratton by the Sheriff of Brazeria County &s 1 property of Enry J. Hall, by deed dated October 4, 1958, recorded in Vol. 857 page 68 of the deed records of said County.

187. 10 series of land known as Lot or Tract 6 of the Subdivision of Section 25, Rooper & Wade Survey, Abstract No. 480, being the same land somword to T. T. Stratten by the Sheriff of Brasoria County as the property of C. J. & H. B. Adams and J. C. Swinshart by deed dated October 4, 1952, recorded in Vol. 237, page 83 of the deed records of said County.

158. 10 acres of land known as Lot or Tract 30, of the Subdivision of Section 85, Hooper & Wade Survey, Abstract No. 490, being the same land conveyed to T. T. Stratton by the Sheriff of Brazoria County as the property of J. W. Laudardale, by deed dated September 22, 1932, recorded in Vol. \$57 page 100 of the deed records of said County.

159. 10 agree of land known as Lot or Tract 52, of the subdivision of Section 25, Hooper & Made Survey, Abstract No. 420, being the same land conveyed to T. T. Stratton by the Sheriff of Brazoria County as the property of C. O. Smith, by deed dated January 5, 1965 recorded in Vol. 259 page 447 of the deed recognis of said County.

160. 10 acres of land known as Lot or Tract 12, of the subdivision of Section 17, Hooper & Wade Survey, Abstract No. 425, being the same land conveyed to T. T. Stratton by the Sheriff of Brazoria County as the property of Mrs. Adeline Howell, by deed dated June 30, 1932, recorded in Vol. 235 page 50 of the deed records of said County.

161. 10 seres of land being a part of Bratt 14, being the South 1/8 of said tract of the subdivision of Section 17, Hooper & Wade Survey, Abstract No. 425, being the same land conveyed to T. T. Stratton by the Sheriff of Brasoria County as the property of Blakely Smith, by deed dated January 5, 1935, recorded in Vol. 259, page 446 of the deed records of said County.

162. 25% acres of land known as Lot or Tract 50, of the subdivision of Section 17, Hooper & Wade Survey, Abstract No. 425, being the same land conveyed to T. T. Stratton by the Sheriff of Brazeria County as the property of Robert & Manie Schmidt, by deed dated November 1, 1932, recorded in Vol. 238 page 289 of the deed records of said County.

Ho. 450, being the same land conveyed to G. E. Davis by the Sheriff of Brazoria County as the property of Lloyd W. Booher & Issae R. Williams, by deed dated July 87, 1988, recorded in Vol. 240 page 225 of the deed records of said County, and being the same land deeded to T. T. Stratton by Lloyd W. Booher, who retained a 1/32 royalty interest, by Quit-Glaim deed recorded in Vol. 241 page 125 of the deed records of said County; also being teme land deeded to T. T. Stratton by Mrs. Lily W. Smith and husband, (Mrs. smith being the enly heir of Issae Williams, deceased), who retained a 1/32 payelfy interest, by Quit-Claim deed recorded in Vol. 244, page 282 of said deed records; and being the same land deeded to T. T. Stratton by Quit-Claim deed recorded in Vol. 244, page 282 of said deed records; and being the same land deeded to T. T. Stratton by G. H. Davis by Quit-Claim deed recorded in Vol. 243 page 393 of the deed records.

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Let No. 22 of a subdivision of Section 1. Hooper & Wade Survey, Abstract No. 451, being the same land conveyed to T. T. Stratton by the Sheriff of Brascria County as the property of Bridget Murphy, by deed dated October 4, 1932, recorded in Vol. 237, page 115 of the deed records of said County; and being the same land deeded to T. T. Stratton by Bridget Murphy by Quit Chaim deed dated April 3rd, 1953, recorded in Vol. 340, page 454 of the deed records of said County.

165. 5 acres of land known as the South 1/8 of Lot 51, Section 9, Rooper & Wade Survey, Abstract No. 452, being the same land conveyed to 7. T. Strutton by the Sheriff of Branchia Gounty as the property of Mrs. A. F. Evans, by deed dated October 4, 1638, recorded in Vol. 237 page 88 of the deed records of said Dounty.

166. 2 acres of land known as the South 1,2 of the Stans 4 acre trast out of a subdivision of Section 14, H. T. & B. Survey, Abstract No. 449 being the same land conveyed to T. T. Stratton by the Sheriff of Brazeria County as the property of H. W. & Ida Miller by deed dated August 27, 1932, recorded in Nol. 255 page 559 of the deed records of said County.

167. 5.18 acres of land known as Tract No. 28, out of a subdivision of Section 4, Rooper & Made Survey, Abstract No. 458 being a part of the E. Lee Bradbury tract, and being the same land conveyed to T. T. Stratton by the Sheriff of Brancia County as the property of Alpha Medaker, by deed dated November 1, 1932, recorded in Vol. 258 page 298 of the deed records of said County. Said land being the same land awarded Alpha Medaker, by limitation, in a certain suit in the District Court of Brascria County, said decree being recorded on page 12115 of the District Court Minutes of said County.

168. 10 acres of land known as Lot Bo. 6 of the Allison Richey Gulf Coast Home Company's Subdivision of Section 90, A. C. H. & B. Survey, Abstract Ho. 459, being the same land conveyed to T. T. Stratton by the Sheriff of Brazeria County as the property of Frank Elein by deed dated October 4, 1952, recorded in Vol. 237 page 97 of the deed records of Brazeria County, Texas.

189. \$1.87 acres of land being part of Tract 9, of the subdivision of M. V. O'Donnell Survey, Abstract No. 468, being the same land conveyed to T. T. Stratton by the Sheriff of Brazoria County as the property of Bank of Starke, Starke, Florida, by deed dated October 4, 1932, recorded in Vol. 237, page 62 of the deed records of said County and being the same land deeded to T. T. Stratton by Bank of Starke, Starke, Florida, by Quit Claim deed dated May 6th, 1933, recorded in Vol. 242, page 104 of the said deed records.

170. 9.55 acres of land known as Lot 7 of the subdivision of Section 28, R. T. & B. R. R. Co. Survey, Abstract 472, being the same land conveyed to T. T. Stratton by the Sheriff of Brascria County as the property of Wm. Perry by deed dated January 5, 1935, recorded in Vol. 259 page 438 of the deed records of said County.

171. 1.45 acres of land known as part of Lot 8 of the subdivision of Section 28, H. T. & B. R. R. Co. Survey, ibstract 472, being the same land conveyed to T. T. Stratton by the Sheriff of Brascula County as the property of G. E. Way, by deed dated October 4, 1838, recorded in Vol. 237 page 138 of the deed records of said County.

178. SO seres of land known as Tracts 19 & 22, of the middlyision of Section 28, En.T. & B. Survey, Abstract 478, being the same land conveyed to T. T. Stratton by the Sheriff of Brascria County as the property of Nont. I. Dickerson by deed dated September 1968; recorded in Vol. 257 page 79 of the deed records of said County.

256, 7:5 serves of land known as Lots 1; 2 and 5 in Blook 27, of the Cole subdivision

by the Sheriff of Braseria County as the property of W. W. Sheem, by doed dated Boundary.

274. 3.5 seron of land known as Lot 4 Rivek 27, of the subdivision of Section 18.

R. 2. 4 B. Survey, Abstract No. 474, being the same land conveyed to 7. 7. Stratton by the Shwriff of Brascria County as the property of Elmer E. Dewitt, W. E. and J. E. Dewitt, by deed dated Cetober 4, 1935, recorded in Tal. 237 page 78 of the deed redords of said Spans

278. 5 sores of land known as Southwest 1/2 of Lot 6 of the subdivision of Section, 10, H. T. & B. Sur. Abet. No. 478, being the same land conveyed to T. T. Structure by the Shariff of Brascria County as the property of N. R. Lynd, by deed dated June 30, 12 recorded in Vol. 285, page 94 of the deed records of said County.

176. 1/4 mineral interest in 55.14 acres of land known as Tracts 15 and 14 of a subdivision of Section 10, H. T. & B. Survey, Abstract No. 478, being the same land country to T. T. Stratton by the Sheriff of Brancia Country as the property of W. B. Floerekingse, Fred Spencer, I. F. Spencer, C. R. Hartwig and W. W. Robinson, by deed dated July 27, 1988, recorded in Vol. 835 page 130 of the deed records of said Country; and being the same land deeded to R. L. Cole by T. T. Stratton by deed dated August 10, 1954, recorded in Vol. 285 page 408 of said records and being the same land deeded to T. T. Stratton by R. L. Cole by Mineral deed dated August 29, 1954, recorded in Vol. 255, page 409 of the deed records af said Country.

177. 20 acres of land known as Let 10, of a subdivision of Section 16, Hooper & Wade Survey, Abstract Ho. 480, being the same land conveyed to T. T. Stratton by the Energy of Erazoria County as the property of H. H.Porter, dated September 22, 1932, recorded in Yol, 237 page 122 of the deed records of said County.

178. \$0 acres of land known as Lot 15, of the A. S. Newson Subdivision of Section 16, Hooper & Wade Survey, Abstract No. 480, being the same land conveyed to T. T. Stratton by the Sheriff of Brazeria County as the property of P. P. Topper and H. E. Warren, by deed dated July 27, 1932, recorded in Vol. 255, page 154 of the Good records of said County.

179. 1/4 mineral interest in 36.4 acres known as Lot 87 out of the South part of the N. W. 1/4 of Section 40, H. T. & B. Survey, Abstract No. 482, being the same land described in the Mineral Deed to T. T. Stratton by H. E. Halloway, dated September 1, 1954, recorded in Vol. 255, page 410 of the deed records of Brascria County.

180. 10 seres of land known as Tract So. 12, of Sunnyside subdivision of Section 10, Hooper & Wade Survey, Abstract No. 686, being the same land conveyed to T. T. Stratton by the Sheriff of Brazoria County as the property of J. E. Powler, Trustee, by deed dated October 4, 1958, recorded in Vol. 287, page 84 of the deed records of said County.

181. 6.31 acres of land being part of Lot 13 of the Summyside subdivision of Section 10, Hooper & Wade Survey, Abstract No. 486 being the same land conveyed to 2. 2. Stratton by the Sheriff of Brassria County as the property of H. E. Harness, by deed dated January 3, 1933, recorded in Vol. 239 page 426 of the deed records of said County; and being the same land deeded to 2. 2. Stratton by H. H. Harness by Quit Claim deed dated August 11, 1933, recorded in Vol. 242 page 576 of the deed records of said County, and in which said deed H. E. Harness reserved a 1/38 royalty interest in mid tract.

182. 3.40 acres of land being part of Lot 44, of the subdivision of Section 18, Hooper & Made Survey, Abstract No. 488, being the same land sourceped to T. T. Stratton by the Sheriff of Brazeria County as the property of D. B. Wolfe by deed dated Hovember 1, 1932, recorded in Vol. 838 page 510 of the deed records of said County.

185. 10 seres of land known as fract 18 of the subdivision of Section 5. (2) Wade Survey, Abstract Ho. 488, being the same land conveyed to T. T. Street and

of Brancria County, as the property of Melter L. Hansoon, by deed dated Outober 4, 1986, recorded in Vol. 227 page 90 of the deed records of said County.

184. SO serves of land imoun as Tracts SO and S1, of the subdivision of section S. Hooper & Made Survey, Abstract No. 480, being the same land sonveyed to T. T. Stratton by the Emeriff of Brascria County as the property of Bridget Tobin, by deed dated July S7, 1988, recorded in Vol. 888, page 185 of the deed records of said County.

185. 10 acres of land known as fract No. 24, of the subdivision of Section 8, Mooper & Wade, Abstract No. 489, and being the same land conveyed to T. T. Stratten by the Sheriff of Brascria County as the property of Eliza Sherwood, by deed dated January 3, 1955, recorded in Vol. 250 page 445 of the deed records of said County.

186. 10 agree of land known as Let 1, Block 11, of the Willeford and Armin Addition to Alvin, being out of the Hooper & Wade Survey, Section 22, Abstract No. 401 being the same land conveyed to T.T. Stratton by the Speriff of Brascria County as the property of 0. D. Erame, J. B. Holloway, J. F. Wolters, T. W. and C. E. Lane, by deed dated Hovember 1, 1938, recorded in Vol. 238 page 287 of the deed records of said County.

187. SO seres of land known as Lots 1 and 4, Block 6 of the Willeford and Armin Addition to Alvin, being out of the Hooper & Wade Survey, Section 22, Abstract No. 491, and being the same land conveyed to T. T. Stratton by the Sheriff of Brazeria County as the property of Mrs. Late Mehmer, by deed dated October 4, 1938, recorded in Vol. 257 page 106 of the deed records of said County.

188. 40 sores of land known as Lots 1, 2, 5 and 6 of the Subdivision 4 of Section 1 4, H. T. & B. Survey, Abstract No. 498, being the same land conveyed to T. T. Stratton by the Sheriff of Branchis County as the property of Thomas Watles, by deed dated July. 27, 1938, recorded in Vol. 235, page 156 of the deed records of said County.

189. 10 acres of land known as Lot 32 of the Allison-Richay Sulf Scast Rome Company's Subdivision of Section 10, H. T. & B. Survey, Abstract No. 505, being one of the tracts conveyed to T. T. Stratton by the Sheriff of Brazeria County as the property of William Richard Rutherford, by deed dated November 1, 1932, recorded in Vol. 238 page 296 of the deed records of said County; and being also included in that certain Quit Claim Good to T. T. Stratton from William Richard Rutherford, dated March 7th, 1933, recorded in Vol. 240, page 304 of the deed records of Brazeria County.

190. 10 acres of land known as Lot 60 of the Allison-Richey Gulf Coast Home Or Many's Suburban Gerdens Subdivision of Section 20, H. T. & B. Survey, Abstract Bo. 508 being the same land conveyed to T. T. Stratton by the Sheriff of Brascria County as the property of Roy Spears, A. B. Barriman and Guy G. Geode, by deed dated October 4, 1932, recorded in Vol. 257 page 150 of the deed records of said County.

191. 10 acres of land known as Farm Tract 650 of the Ewigration Land Company's Subdivision of Section 66, H. T. & B. Survey, Abstract No. 515, being the same land conveyed to T. T. Stratton by the Sheriff of Brascria County as the property of H. H. Coggeshall, by deed dated July 27, 1935, recorded in Vol. 935 page 125 of the Deed Records of said County; and being the same land deeded to T. T. Stratton by H. H. Coggeshall by Quit Claim deed dated November 29th, 1935, recorded in Vol. 244, page 281 of the Deed Records of said County.

198. 10 acres of land known as Farm Tract 655, of the Emigration Land Company's Subdivision of Section 56, H. T. & B. Survey, Abstract No. 515, being the same land secureyed to T. T. Stratton by the Shariff of Brascria County as the property of Fred Land by deed July 27, 1952, recorded in Vol. 255, page 140 of the deed records

195. 10 seres of land known as Let 130 of Emigration Land Company's Love College Subdivision of Section 80, H. T. & B. Survey, Abstract No. 517, being the same land square to T. T. Stratton by the Sheriff of Brazoria County as the property of H. J. Edwall, By deed dated January 5, 1985, recorded in Vol. 830 page 490 of the deed records of said County.

194. 10 serves of land known as Farm Tract 351 of the Emigration Land Company's Subdivision of Section 2, Lavace Envigation Os. Survey, Abstract No. 551, being the same land conveyed to T. T. Stratton by the Sheriff of Branchia County as the property. of F. F. Frost, by deed dated July 27, 1938, recorded in Vol. 255 page 189, and being the same land described in a dertain Quit Claim deed to T. T. Stratton from F. F. Frost dated. September 6th, 1932, recorded in Vol. 256, page 110 of said deed records, of Branchia County, Texas.

195. 1 square acre of land out of Lot 5 of the Allison-Richey Gulf Goast Equations of Section 98, A. C. H. & B. Survey, Abstract No. 840, being the same land conveyed to T. T. Stratton by the Sheriff of Brazoria County as the property of A. G. Shults and Edwin Burns, by deed dated Optober 4, 1958, recorded in Vol. 257, page 127 of the deed records of said County.

196. 80 acres of land in Section 58, H. T. & B. Survey, Abstract 556, being the same land conveyed to T. T. Stratton by the Shariff of Brascria County as the property of Mrs. E. S. Anderson, by deed dated September 8, 1932, recorded in Vol. 237, page 57 of the deed records of said County, Also being the same land described in a certain Quit Claim deed to T. T. Stratton from W. J. Anderson, only heir of Mrs. E. S. Anderson, deceased, by deed dated June 18th, 1954, recorded in Vol. 251 page 872 of the deed records of said County, Said tract subject to a 1/64 perpotual royalty interest to W. J. Anderson.

197. 10 acres of land known as Tract 158 of the subdivision of Section 66, H. T., & B. Survey, Abstract No. 560, being the same land conveyed to T. T. Stratton by the Sheriff of Brazeria County as the property of H. H. Coggeshall by deed dated July 27, 1932, recorded in Vol. 255 page 125 of the deed records of said County. Also being the same land described in that certain Quit Claim deed to T. T. Stratton from H. H. Coggeshall, dated Hovember 29th, 1955, recorded in Vol. 244, page 281 of the deed records of said County. Said land subject to a 1/64th royalty interest to H. H. Coggeshall.

198. 10 acres of land known as Lot 2, of the subdivision of Section 78, H. T. & B., Survey, Abstract No. 562, being the same land conveyed to T. T. Stratton by the Sheriff of Brazoria County as the property of H. H. Coggeshall by deed dated June 30, 1932, recorded in Vol. 235, page 29 of the deed records of said County. Also being the same land described in that certain fuit Claim deed to T. T. Stratton from H. H. Soggeshall dated November 29th, 1935, recorded in Vol. 244, page 281 of the deed records of said County. Said land being subject to a 1/64th moyalty interest to H. H. Coggeshall.

199. 10 acres of land known as Lot 48 of the Allison-Richey Oulf Const Home Company's Suburban Gardens Subdivision of Section 78, H. T. & B. Survey, Abstract 565, being the same land conveyed to T. T. Stratton by the Sheriff of Brazoria County as the property of C. C. Martin, by deed dated October 4, 1952, recorded in Vol. 257 page 105 of the deed records of said County.

200. 5.2 acres of land out of the Eastern 1/2 of Lot 9, of the Allison Hithey Gulf Coast Home Company's Suburban Gardens Subdivision of Section 82, E. T. & B. Survey Abstract 565, being the same land conveyed to T. T. Stratton by the Sheriff of Brasories. County as the property of Ella D. McGinnis, by deed dated October 4, 1932, recorded in Vol. 837, page 115 of the Deed Records of said County.

SOL. 22 acres of land out of the North 1/2 of Tract 58, of Section 86, I. & S. N. Survey, Abstract No. 619, being the same land occavered to T. T. Strutton by the Sheriff of Brascria County as the property of E. W. Maegele, by deed dated August 87, 1938, recorded in Yol. 255, page 356 of the deed records of said County.

208. 10 cores of land known as Lot 1 of a subdivision of Alf E. E. Tolar Survey Abstract No. 671, being the same land conveyed to T. T. Stratton by the Sheriff of Brancris County as the property of J. P. Carpenter, by deed dated November 1, 1959, recorded in Vol. 256 page 277 of the deed records of said County.

803. 10 % sores of land known as Lot 8, Block 85, of the Allieon-Richey Gulf Coast Home Company's Suburban Cardens Subdivision of Section 4, T. C. R. R. Survey, Abstract So. 675, being the same land comveyed to T. T. Stratton by the Sheriff of Bresoria County as the property of H. B. Regnier, by deed dated August 27th, 1952, recorded in Vol. 836 page 346 of the deed records of said County.

204. 9.6 acres of land known as Lot 3, Block 25, of the Allison-Richey Gulf Coast Some Company's Suburban Cardens Subdivision of Section 4, T. C. R. R. Survey, Abstract So. 675, being the same land conveyed to T. T. Stratton by the Sheriff of Brazoria County as the property of Maggie Way, by doed dated August 27, 1932, recorded in Vol. 256, page 359 of the deed records of said County.

205. 18% acres being an undivided interest in a 50 acres tract in the east corner of the R. R. Williams Survey, Abstract No. 683, being the same land conveyed to T. T. Stratton by the Sheriff of Brazoria County as the property of W. L. Bradford, by deed dated Bovember 1, 1952, recorded in Vol. 258, page 275 of the deed records of said County.

206. Lots Nos. 1, 2, 3 4 and 5 of Block 4, Alvin No. 1, Alvin, Texas, being the same land conveyed to T. T. Stratton by the Sheriff of Brazoria County as the property of W. S. Stevens, by deed dated July 27, 1932, recorded in Vol. 235, page 150 of the deed records of said County.

207. 10 acres of land known as Out lot 95, of the town of Manuel being the seme land conveyed to T. T. Stratton by the Sheriff of Brazoria County as the property of F. W. Bennett and T.P. Maloney, by deed dated December 6, 1932, recorded in Vol. 239, page 456 of the deed records of said County.

206. Let 18, Block 607, and Lot 13, Block 717 of Velasse, being the same land conveyed to T. T. Stratton by W. H. Morefield by Quit Chaim deed dated July 19th, 1953, recorded in Vol. 242, page 434 of the deed records of said County.

209. Lot 23, Block 742, of Velasco, Texas, being the same land conveyed to T. T. Strett- by Quit Claim Deed from Dr. R. C. Padgett by deed dated Sept. 18, 1985, recorded in Vel. 245, page 186 of the deed records of said County.

210. Lote 8, 9, 10 & 11, Blook 82 of the Town of Angleten, Texas, being the same land conveyed to T. T. Stratton by the Sheriff of Braxeria County, as the property of R. E. Krause and Rowin G. Smith by deed dated December 6, 1952, recorded in Vol. 239 page 550 of the Beed Records of said County.

#11. 12 seres being Lots Nos. 27 h 89 of Blook No. 7 of the Wild Peach Subdivision are of S. P. Ametin 7-1/3 League Grant, Abstract No. 20 and being the same tracts con-Line T. T. Stratton by the Sheriff of Brazoria County by deed recorded in Vol. 256, The deed records of said County.

Ming my intention hereby to convey all of my interest in the aforesaid

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conjumntion with the grantees herein. It being the plain intent of this deed to equivare to the said Barrison Oil Company, J. S. Abbrorouble Company, and Frank E. Stevens, in the proportions above set out, all of my interest of any kind in the lands above described.

And I, the said R. W. Milner, Jr. in consideration of the premises and in equations to me in the sum of Ten Dollars (\$10.00) and other good and valuable considerations to me in hand paid, the receipt of which is hereby admostedged, do hereby join with the said T. T. Stratton in the execution of this instrument, to the extent of my interest, and have therefore granted, bargains 4, sold, assigned and conveyed, and by these presents do hereby grant, bargain, sell, assign and convey unto Harrison Cil Company and J. S. Absreranbie Company and Frank E. Stevens, in the proportions hereinabove set out, all right, title and interest owned by me in the above described property, and in any vandor's lien notes given in committee with any sale made during my ownership, and any other right or interest of any kindig appertaining to any of said lands acquired by me under said unrecorded conveyance from said. T. T. Stratton.

TO HAVE AND TO HOLD the above described premises, together with all and singular the rights and appurtenantes thereto belonging unto the said Harrison Oil Company and J. S. Abererombie Company and Frank K. Stevens, their heirs, successors and assigns forever in the proportions hereinbefore set out, and we do hereby hind surselves, our heirs, execute and administrators to surrent and forever defend all and singular the said premises unto Harrison Oil Company and J. S. Abererombie Company and Frank K. Stevens, their heirs, successors and assigns, against all persons whom never lawfully claiming or to claim the sea or any part thereof; by, through or under us.

WITHESS our hands in triplicate originals this the lat day of May, A. D. 1986.

R. W. Milmer Jr.

T. T. Stratton

THE STATE OF TEXAS )
COUNTY OF HARRIS )

HEFORE ME, THE UNDERSIGNED AUTHORITY, a Notary Public in and for Harris County, Texas, on this day personally appeared T. T. Stratton, known to me to be the person whose name is subscribed to the foregoing instrument, and asknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND and seal of office, this the lat day of May, A.D. 1936.

(SEAL) Miss Iner Smith Hotary Public in and for Harris County, Texas.

THE STATE OF TEXAS )

COUNTY OF HARRIS ]

BEFORE ME, THE undersigned authority, a Notary Public in and for Harris County,

Texas, on this day personally appeared R. W. Milner, Jr., known to me to be the person

whose name is subscribed to the foregoing instrument and acknowledged to me that he executed
the same for the purposes and consideration therein expressed.

GIVER UNDER MY HAND and seal of office, this the lat day of May A. D. 1936.

(SEAL) Miss Ines Smith Notary Public in and for Harris County, Texas,

\$2.50 Int. Rev. Stamp cen. 5/1/36 T. T. S.

Filed for record 1 o'clock P. N., May 4 1936, R. R. Stevens, Clerk County Court, Brazonia Co., Texas. By Bob Momerch Deputy.

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THE STATE OF TEXAS )
COUNTY OF BRAZORIA )

KHOW ALL MEN BY THESE PRESENTS: That We, John W. Shepman and wife, Maybell

the mid for Oraham or any of his assignees from the performance of any and all obligations and duties imposed upon him or them by the said contract with the Shell Petroleum Corporations. It is further expressly stipulated and understood that the acceptance of this assignment and conveyance by assignee shall in no manner be construed as making said assignee in any manner responsible for the performance and discharge of the duties and obligations imposed upon the said Graham and his assigns by the said contract with the Shell Petroleum Corporations.

EXECUTED IN DUPLICATE ORIGINALS, this the litth day of September, A. D. 1936, after all erasures and interlineations have been made and after all blanks have been properly filed in, said erasures, interlineations and filling of blanks being bareby ratified and confirmed by the signatures of the assignora.

Joe Graham

Jesse W. Sohumacher

THE STATE OF TEXAS
COUNTY OF HARRIS

Before me, the undersigned authority, a notary public in and for Brasoria County, Texas, on this day personally appeared Joe Graham and known to me to be the person whose mame are is subscribed to the foregoing instrument and he acknowledged to me that he executed the same for the purposes and considerations therein expressed.

Given under my hand and seal of office, this the 30th day of September A. D. 1956.

(SEAL)

A. N. Rives Notary Public in and for Harris Gounty, Texas.

THE STATE OF TEXAS
COUNTY OF BRAZORIA

ss

Before me, the undersigned authority, on this day personally appeared Jesse W. Schumacher, known to me to be the person whose name is subscrubed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this Oct day of 9, 1936.

(SEAL) Emil Berta Notary Public in and for Brazeria County, Texas.

Filed for record at 3 o'clock P. M. Oct 15 1936, H. R. Stevens, Clark County Court, Brazoria County, Texas. By Bob Monarch Deputy.

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6953
THE STATE OF TEXAS

COUNTY OF BRAZORIA

KNOW ALL MEN BY THESE PRESENTS: That I, F. K. Stevens, being the emer of certain of the hereinafter described tracts, and part owner of the rest of the hereinafter described tracts, and acting for myself and as agent for my co-owners to-wit, Harrison Oil Company and J.S. Abererombie Company, for and in consideration of the sum of Mineteen (\$19.00) Dollars, each to me in hand paid by R. E. L. Stringfellow of Brazoria County, Texas, do hereby lease unto the said R. E. L. Stringfellow for grazing purposes only, the following described land in Brazoria County, Texas, described as follows, to-wit:

Tracts owned by F. K. Stevens individually: An undivided one-half (1/2) interest in the following tracts: Tracts 18 and 114 in Division 9 and Tracts 41 and 98 in Division 10 of the Brazos Coast Investment Company's Subdivision of the F. J. Calvit League, Abstract No. 51, in Brazoria County, Texas.

Tracts owned by F. E. Stevens, together with Harrison Oil Company and J.S. Abereros bie Company:

Tracts B and 10 in Division 4, Tract 95 in Dividion 7, Tracts 5, 6, 24, 30, 39,

45, 46, 85 ami 110 in Division 6, Tracts 20, 21, 24, 85, 86, 120, 128, 129, 154, 158, 177 and 179 in Division 9, and Tracts 40, 75, 79, 82, 83, 85, 87, 89, 98, 113, 116 and 117 in Dividion 10, all being a portion of the Prayer Coast Investment Company's Subdivision of the P. J. Calvit Leegus, Abstract Ho. 51 in Brascria County, Texas.

This lease is for a term of five (6) years and the rental is to be the sum of Einsteen (\$19.00) Pollars per year, which is to be paid on or before October lat each year. The consideration paid at the delivery of this lease is payment for the first year ending October 1, 1937. This lease is made subject to sale, and shall also be inferior to any and all mimrel developments or leases that may be placed thereon, and leaser reserves the right to lease said land for mineral development in any namer decard best, and this grazing lease shall not in any manner interfer with such mineral lease or nimeral development. Leaser herein, his helps and essigns also reserves the right of ingress and egress to said premises for the purpose of inspection of said land for any and all purposes.

Lease herein is given the right to fence or place any improvements on said land, and if for any reason said lease should be voided, or at the termination hereof leases to have the right to remove all improvements placed thereon by him within a reasonable time. Leases shall not have the right to sub-lease said land without the written comment of the Leaser herein his heirs or assigns.

Witness our hands in duplicate originals this lat day of October 1. D. 1936.

F. E. Stevens Lesser Individually and as Agent for Harrison Oil Company and J.S. Abererombie Company.

R. S. L. Stringfellow Lesses

THE STATE OF TEXAS )
COUNTY OF BRAZGRIA )

COUNTY OF BRAZORIA

Before me, the undersigned sutherity, on this day personally appeared F. K. Stevens, known to me to be the person whose mans is subscribed to the foregoing instrument and admost edged to me that he executed the same for the purposes and consideration therein expressed, and in the capacity therein stated.

Given under my hand and seal of office this the 1 day of October, A. D. 1936.

(SEAL) John A. Follett Motery Public in and for Brazeria County, Texas.

THE STATE OF TEXAS )

Before me, the undersigned authority, on this day personally appeared R. E. L. Stringfellow, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this the 14th day of October, A. D. 1936.

(SEAL)

G. C. Hardman <u>Notary Public in and for Brezoric County</u>. Texas. J. P. & Ex-Officio Notary Public in and for Brazoric County, Texas.

Filed for record at 4 o'clock P. M. Oct 15 1936, H. R. Stevens, Clerk County Court, Brazoria County, Texas. By Bob Komarch Deputy.

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7017

RELEASE

THE STATE OF TEXAS ) SS COURTY OF DALLAS )

KNOW ALL MEN BY THESE PRESENTS: That Whereas, by instrument dated March 12, 1:55, recorded in Volume 265, Page 186, of the Deed Records of Brazuria County, Texas, Manuel 011 Company exaigned unto The Continental Supply Company fifty-one huntred twenty-eighths

150/12010s) of the cross of and cas to be produced from a certain oil and gas lease in

10 mm

sepasity therein stated.

GIVEN UNDER my hand and seel of office this 19th day of August A. D. 1987

(SEAL) Myrtle Maneics, Notery Public Herris County, Texas.

THE STATE OF TEXAS. )

COUNTY OF BRANCRIA .)

EXPORE ME, THE undersigned suthority, on this day personally appeared P. E. Stoven to me to be the person whose name is subscribed to the foregoing inspressit, and admir edged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER my hand and seal of office this the 84th day of August, A. D., 1957.

(ARAL) Alice Roid, Notary Public within and for Brasoria County, Texas.

Filed for Record at 2 o'elook P. H. Oct 18 1937 H. R. Stevens, Clerk County Com Brazoria County, Taxas By Bob Momerch, Deputy

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8718

THIS DEED made this 19th day of August 1957, between Harrison Oil Company, J. Say Aberdrombie Company and P. K. Stevens of __ County, State of __ party of the first part, and the UNITED STATES OF AMERICA, party of the second part, witnesseth, that:

EHEREAS the said party of the first part is the owner of the fee simple of a track or parcel of land situated in Brascriz County, State of Texas, and more particularly bounded and described as follows: Known as fract No. 39 on the map of the Intracoastal Canal Water-i way, dated October 30, 1936, certified to by N. H. Marks, Lt. Col. Corps of Engineers, U. S. Army, and duly filed for record in the office of the County Clark of Brascriz County, Texas, the reference line of which is actually now marked on the ground by monuments, said reference line being parallel to and 150 feet on the north side thereof from the center line of said Waterway, said tract herein being described as follows:

Regiming at a point which is the intersection of the west line of the 5-acre brain known as Lot No. 24, loosted in the Brazos Coast Investment Company Sub-Mivision No. 8, F. J. Calvit Survey, Abstract No. 81, Brazoria County, Texas and the reference line of the Louisian and Texas Intracoastal Vaterway opposite center line Station 202 / 055.5; thence along said west line in a northwesterly direction to an intersection with the right-of-way line of the said Intracoastal Vaterway; thence in a northwasterly direction along said east line of Lot No. 24; thence along said east line of Lot No. 24 in a southwasterly direction to an intersection with the north bank of the old Intracoastal Canal; thence along said north bank of the Old Intracoastal Canal in a southwasterly direction to the Diac No. 24; thence along said west line of Lot No. 24 in a northwasterly direction to the place of beginning, all as shown on the said map an containing 1.8 acres, more or less.

It being intended by this instrument to convey an easement and right-of-may and to give permission for necessary spoil dump as hereinafter recited, over all lands that first party may own adjacent to the Louisiana and Texas Intracoastal Waterway in Brascria County, Texas, and over which the Intracoastal Waterway will be constructed and maintained by the party of the second part, the said right-of-may and spoil dump, however, to conform to the map of the Louisiana and Texas Intracoastal Waterway on record in the office of the County Clarks of Brascria County, Texas.

AND WHEREAS the party of the second part is sarrying on the work of constructing, improving and maintaining an intrascastal Waterway from the Mississippi River at or many News Orleans, La., to Cropus Christi, Texas, in assordance with a project duly authorized by Congress, and the said tract of land is required for canal purposes and right-of-way purposes.

.... D - 114 ...

298/7

Connection with the said work of improvement.

sum of the h no-100- bollars, paid by (or on behalf of) the said party of the second part, the receipt of which is hereby asknowledged, has granted, bargained and sold, and does hereby grant, bargain, sell and convey unto the said party of the second part and its assigns the perpetual right and easement to enter upon, dig or out away, and remove any or all of the hereinbefore described trant of land as may be required at any time in the prosecution of the aforesaid work of improvement, or any enlargement thereof, and maintain the portion so out many and removed as part of the navigable waters of the United States; and the further perpetual right and easement to enter upon, occupy and use any portion of said trant or parcel of land as herein conveyed, not so out away and converted into public navigable water as aforesaid, for the deposit of dredge material, and for such other purposes as may be needful in the preservation and maintenance of the said work of improvement, and the further perpetual right and easement to deposit dredged material during construction and maintenance of the waterway on:

The land of the party of the first part edjoining the tract or parcel herein conveyed, being all of Lot Ho. 24, of the Brazos Coast Investment Company Sub_division Lo. 8, not herein conveyed for right-of-way purposes, containing 5.2 acres, more or less. "It is understood and agreed that, insofar as possible without increasing the cost d'constructing or maintaining the waterway, the United States will, in exercising its rights under this essement, so conduct the work of constructing and maintaining the waterway as to prevent demage to structures or improvements located in the spoil disposal grea."

HEREKVING, HOWEVER, to the party of the first part, his heirs and assigns, all such rights and privileges in said tract or parcel of land as herein conveyed and not converted interpolate navigable waters as may be used and enjoyed without interpering with or shridging the rights and easements hereby conveyed to the party of the second part.

TO HAVE AND TO HOLD the said rights and easements unto the party of the second party the United States of America, and its assigns, for the purpose aforesaid forever. And the said party of the first part, for himself and for his heirs and assigns, does hereby covenant with the party of the second part and he is lawfully seized in fee of the aforegranted premises; that the said premises are free from all encumbrances, that he has good right to sell and convey same as aforesaid; and that he will warrant and defend the title of the same to the said party of the second part, and its assigns, against the lawful claims and demands of all persons.

The party of the first part does hereby waive and release the United States of America, its officers, agents, servants, and contractors from any and all chaim for damages which may result from the construction and maintenance of waterway, and the deposit of spoil or other matter; this waiver and release of damages being intended as a contiming covenant which shall run with the land and be binding upon the party of the first part and on his successors in consercing of said land.

IN WITHESS WHEREAU, the said grantors, party of the first part, have set hereto their hands and seals on the day and year above written.

(CORP. SEAL)

HARRISCE OIL COMPANY

ATTEST:

W. M. Gaston Secretary

2. H. McCullough

By D. J. Harrison President

(CORP. SHAL)

J. S. ARKECROMBIN COMPANY

ATTEST:

By J. S. Abstrorouble President

المنابية خندم

P. I. Stevens

Anst. Secretary

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GOUNTY OF HARRIS )

personally appeared D. J. Envison: Freeldent of Envison Oil Company known to see the person whose mass is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVER marker my hand and seed of office this 19th day of August, A. D. 1987
(MRAL) Myrtle Mancies, Notary Public Harris County, Texas

STATE OF THEMS )
COUNTY OF HARRIS )

BEFORE HE, the undersigned authority in and for Harris County, Texas on this day personally appeared J. S. Abercrabie, President of J. S. Abercrabie Company known to me to be the person whose mane is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed; and in the capacity therein stated.

GIVEE under my hand and seal of office this 19th day of August, A. D. 1937.

(STAIL) Myrtle Mencies, Notery Public Harris County, Tex.

THE STATE OF TELAS )
COUNTY OF BEAZORIA )

BEFORE ME, the undersigned authority, on this day personally appeared F. E. Stevens, known to me to be the person whose mass is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVES under my hand and seal of office this the 84th day of Angust, A. D., 1887.

(RECL) Alice Reid, Motory Public within and for Breastin County, Taxas.

Filed for Record at 2 o'clock P. M. Oct 25 1957 H. R. Stevens, Clerk County Cour. Brazoria County, Texas By Bob Momreh, Deputy

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6719

THIS DEED made this 19th day of August, 1987, between Earrison Cil Company, J. S. Abercrombie Company and F. E. Stevens of __ County, State of __ party of the first part, and the United States of America, party of the sepond part, witnesseth, that:

WHEREAR the said party of the first part is the owner of the fee simple of a tract or percel of land situated in Brazoria County, State of Texas, and more particularly bounded and described as follows: Enough as Tract No. 68 on the map of the Intracoastal Canal Weterway, dated October 50, 1936, tertified to by N. H. Marks Lt. Col. Corps of Engineers, U. S. Army, and duly filed for record in the office of the County Clark of Brazoria County, Texas, the reference line of which is actually now marked on the ground by monuments, said reference line being perallel to and 150 feet on the north side thereof from the center line of said Saterway, said tract herein being described as follows:

Beginning at a point which is the intersection of the northerly right-of-way line of the Assistant and Texas Intraco.stal Waterway and the west line of the S-core tract. Encounts Let No. 6 of the Brasos Coast Investment Company's Bub-division No. 8, F. J. Calvit Survey Abstract No. 51, Brazoria County, Texas; said west line of Lot No. 6 intersects the reference line tangent of the Louisians and Texas Intracoastal Vaterway opposite center line Station 204 / 580.0; thence in a northeasterly direction along the north right-of-way line of a said Louisians and Texas Intracoastal Vaterway to an intersection with the east line of a Lot No. 6; thence in a southeasterly direction along the cast line of said Lot No. 6 to an

THE STATE OF TEXAS, )

COUNTY OF BRAZOREA )

ENFORM ME, the undersigned authority, on this day personally appeared H. W. Encoun to me to be the person whose name is subscribed to the foregoing impurument, gud action nowledged to me that he enseuted the same for the purposes and consideration therein express

GIVEN under my hand and seal of office on this the 50 day of Dec. A. D., 1942 (SEAL)

J L Main Notary Public in and for Brazonta County, Texas. J P & Ex office to THE STATE OF TEXAS, )

COURTY OF BRAZORIA )

BEFORE ME, the undersigned in thority, on this day personally appeared Brith Burne wife of H. W. Burne, known to me to be the person whose mass is subscribed to the foregoing instrument, and having been examined by me privily and spart from her husband, and having the same fully explained to mer, she, the said Buth Burns acknowledged such instrument to be her act and deed, and declared that she had willingly signed the same for the purposes and consideration therein expressed, and that she did not wish to retrust it.

OIVER under my hand and seel of office on this the 50 day of Dec. A. D., 1942.

(SEAL)

A L Main Motary Public in and for Bresoria County, Texas. J. P. & Ex officcioFiled for Record at 12:50 o'clock P M Jan 14 1943 J R Monarch Clerk County

Court Bresoria Co., Texas

6168 --- 0 0 0 ---

ENOW ALL MEN BY THESE PRESENTS: That, HARRISON CIL COMPANY, a Corporation organized under the laws of the State of Texas, with its principal office at Houston, Harris Count
Texas, acting herein by and through its President, D. A. Little, duly authorized by proper
resolutions of the stockholders and the Board of Directors of Harrison Oil Company for the
consideration hereinafter expressed, has granted, transferred, assigned and conveyed, and by
these presents does grant, transfer, assign, and convey unto Magnolia Petroleum Company,
a Corporation organized under the laws of the State of Texas, its successors and assigns,
all of its assets and properties, in the County or Parish of Brazoria, State of Texas, desoribed as follows;

#### OIL AND CAS LEASES IN BRAZORIA COUNTY, TEXAS

Pi le	Lessor	Lessee	Date	Acres	Recoi	rdød Pg.
485	A. L. Lewellen et al	R. Wagner	10-12-29	20.00	217	459
	Lots 14 and 15, ACHAB RR	Co. Survey, Sec.	91			
486	Fred Elving	W. R. Stockwell	3-19-51	10.00	228	429
	Lot 13, Section 91, ACHAB	HR Survey				
488	T. T. Stretton, et al	Harrison Oil Co.	,10-4-32	10.00	236	253
	Lot 4, ACRES ER Survey, A	bst. 402				
613	Louis Augspurger	J. L. Poutra	11-17-33	120.00	246	408
	Part of Lots 19 and 20 of	the C. Breen Les	igue			
614	Charline B. Osburn	J. L. Foutre	11-18-33	, 249.65	246	402
	Out of the Charles Breen	League				
615	Ira K. Troyer, et uz	J. L. Poutra	11-18-33	109.50	246	
	Lots 7 through 15, Blocks	15 and 18, MacDi	mald re-subdi	vision of	1 part	of the
	Charles Breen League	•			•	
615A	West Texas Abstract and				L+.	- A
	Gnarantee Commany	R. M. MacDonald	1646-15	<b>10</b> 00	9500	·

7	616	David Tauffmen	J. L. Poutre	11-17-33	200.00	244	423
		Part of Lots 20 and 21 of	the Charles Bree	n Leegne			1
	617	Bernard River Land					Ì
		Development Co.	Harrison Oil Co.	, 11-82-33	<b>598.6</b> 7	246	426
		1989.67 acres, more or les	et al s, in the SWg of	the Charles Bree:	n League	•	Ì
		3100.00 acres, more or le	se, in the Oliver	Jones League and	1		Ì
		500.00 acres, more or le	es, in the Imla E	eep League			]
	818	R. D. MacDonald	Barrison Oil	11-25-33	299.79	246	411
		255.29 sores out of the C	Do., et al has. Breen League	and 64,50 acres	out of	the Low	er middle
		1/4 of the Inla Keep Leag	20				
	<b>62</b> 0	hermard River Land Development Co., et al	Harrison 011 Co., et al	11-25-33-	341.95		398
	•	191 acres out of the Imla	Keep League and	150.95 agres out	of the	Chas. B	reen League
	<b>€35</b>	Mrs. C. Marson et vir	J. L. Poutra	11-18-35	195.00	246	418
a co	Λ.	Out of the Charles Breen	League				<u> </u>
	686	West Texas Abstract and Guarantee Co. Out of the Charles Breen	_	12-8-33	50.00	250	176
	627	J. R. Smith, et al	J. L. Poutre	4-25-34	40.00	250	198
		Out of the Polly and Chan	ce League				
	628	T. Berthelsen	J. L. Poutre	12-20-33	38.20	250	195
		Out of the Charles Breen	Lague				į
	629	Eric Biling Out of the Charles Breen	J. L. Poutra League	12-25-33	38.20	250	193
	629	Waldo Edling Out of the Charles Breen	J. A. Hafner League	12-11-33	38.50	250	21
	663	Extherine Saunders et al	Harrison Oil Co.	9-5-34		255	492
	Oll & Gas	All their interest in the Leases, Brezoria County,	Charles Broom Le Texas	etio			
	File	Lessor	Lesses	Date	Acres	Record	
	654	Eric Edling et al	P. B. McAuliffe	7-6-34	319.40	250	455
		65,0 gares out of the Char	rles Breen League	, and			
		254.4 * * * * Pol	ly & Chance Leagu	•			
	860	Christina Lersen, Gdn. of Glen Edling, Minor	Harrison Dil Co. et al	7-16-34	319.40	250	592
		65.0 acres out of the Char	rles Breen Lesgue	•			ļ
		254.4 * * * * Pol	ly & Chance League	, and			į
		78.2 * * * Char	rles Breen League				
	663	Joseph B. Davis et al	Harrison Oil Co.	9-5-34		354	508
		All their interest in the		ngue			}
	663	Joe. S. LeFils Jr.	Herrison Oil Co.	9-14-34		255	487
	I	All their interest in the	Charles Breen Le	ngu •			Ì
	632	T. M. Smith et ux	J. D. Cooper	5-15-34	13.60	250	199
*		13.60 scree out of the Ch	erles Broom League	•			!
14	643	Geo. Orimes et uz	Barrison Cil Co. et al	1-5-38	55.00	296	373
	:	55 scres out of the Charle					į
1	643	Alden W. Foster	Harrison Oil Go. et al	7-25-59	56 ,00	209	283
3	ME Post and a second	65 acres out of the Charle	s Breen League				
	848	peo Duncen Jr. et uz	Marrison Cil	7-25-38	1.00	311	613
		1 Aere in the Charles Bree					-
<i> </i>		Sarry Chemanit et uz	Harrison Oil	7-26-58	10.00	309	2
		Part of Lots 5 & 10, Block	k B, of the Suburl	onn Gardens Farm	Iracta		İ
1.1		Market Street Long	the Control of the Control of the Control of the Control of the Control of the Control of the Control of the Control of the Control of the Control of the Control of the Control of the Control of the Control of the Control of the Control of the Control of the Control of the Control of the Control of the Control of the Control of the Control of the Control of the Control of the Control of the Control of the Control of the Control of the Control of the Control of the Control of the Control of the Control of the Control of the Control of the Control of the Control of the Control of the Control of the Control of the Control of the Control of the Control of the Control of the Control of the Control of the Control of the Control of the Control of the Control of the Control of the Control of the Control of the Control of the Control of the Control of the Control of the Control of the Control of the Control of the Control of the Control of the Control of the Control of the Control of the Control of the Control of the Control of the Control of the Control of the Control of the Control of the Control of the Control of the Control of the Control of the Control of the Control of the Control of the Control of the Control of the Control of the Control of the Control of the Control of the Control of the Control of the Control of the Control of the Control of the Control of the Control of the Control of the Control of the Control of the Control of the Control of the Control of the Control of the Control of the Control of the Control of the Control of the Control of the Control of the Control of the Control of the Control of the Control of the Control of the Control of the Control of the Control of the Control of the Control of the Control of the Control of the Control of the Control of the Control of the Control of the Control of the Control of the Control of the Control of the Control of the Control of the Control of the Control of the Control of the Control of the Control of the Control of the Control of the Control of the Co	ren			

	653	Mrs. J. E. Bennett	Envelope 011 Co. et 41	9-28-59	26,9	<b>500</b>	•
١		Lot 6, Block B, Suburban	Cardens Farm Tree	so g\ b az spo b	nia Zeej	Longue	
1	633	W. C. Hammond et uz.	Entrison 011 Co. et al	7-19-58	10.50	306	500
1		Lot 4, Block B, Suburban	Oardons Para Trac	to A/D of the I.	Reep L	Magne	
	656	P. W. Dailey	Harrison Oil Co. et al	12-84-57	101.06	296	500
1		Part of Lots 2 & 5 of a 2		of the Chas. Bre	on long:	<b>30</b> .	***
1	656	Christine Larson ot vir	J. L. Poutra	4-19-34 8	200.00	<b>950</b>	134
1		2900 aure, more or less,	out of the Polly	k Chance League			, i
1	628	3. W. Patton et al	J. L. Poutra	3-26-34 2	800-00	253	<b>56</b> 25
1		2800 seres, more or less,	out of the Polly	à Chapes League			
١	638	D. J. Harrison et al	Berrison Cil	5-20-56	948.00	270	282 -
1		1946 acres, more or less,		à Chapce League			
-	Page 5						
	011 and 0	les Lesses in Brazoris Cou	nty, Texas				
ł	P1 le	Lessor	Leapee	Date	Aores	Recard	Pg.
1	639	F. A. Fisher	J. A. Bafner,	. 12-15-33	20,00	280	27
		Lot 6 of the MacDonald Su	Jr., Tr. bdivision of Tree	ts 15, 16 and 17	of the	Charles	Breen
·ł		League					
Į	639	F. A. Flaher	Barrison 011	12-20-37	20.00	296	662
		Same description as above	Co., et al				
ĺ	641	Berry Chemault of am	J. A. Hafner,	12-26-35	20.00	<b>\$50</b>	7
ł		In the Charles Breen Leag	Jr., Tr. ue				
ŀ	641	Barry Chemault et ux	Harrison Oil	6-5-37	20,00	294	39
ı		Same description as above	Co., et al				
ł	641	Anna Louise Short	J. A. Bafner,	12-28-33	20.00	250	249
		Out of the Charles Breen	Jr., Tr. League				
1	641	Anna Louise Short	Herrison Oil	6-22-38	20.00	305	425
		Same description as above	Co., et al				
	641	Kathryne Woosley et wir	J. A. Hafner,	12-26-53	20.00	250	18
		Out of the Charles Breen	Jr., Tr. League				
- [	641	Kathryen Mocaley at wir	Barrison Oil.	6-22-38	20.00	305	428
-		Same description es above	Co., et.al				
Į	641	Mollie Short et vir	J. A. Hafner,	12-26-33	20.00	250	16
ţ		Out of the Charles Breen	Jr., Tr. League				
ļ	641	Mollie Short at vir	Arrison Oll	6-5-37	20.00	292	448
1		Same description as above	Co., et al				
-	641	J. R. Smith	Harrison Oil	9-25-38	20.00	311	15
- [		In the Charles Breen Leag	Co., et al ue				
ĺ	641	Lydie Hammond et wir	J. A. Bafner,	12-26-33	20.00	<b>25</b> 0	4 .
-{		Out of the Charles Breen	Jr., Tr. Leegue				
- (	641	Lydia Hammond et vir	Herrison 011	8-5-37	20.00	294	44
-	-	Same description as above	Co., et al				
	641	Buldah Gans	Harrison 011	8-9-37	20.00	293	157
ļ		Out of the Chas. Breen Le	Co., et al				
	<b>~41</b>	O. J. Grasson	5. P. 011ley	5-15-34	20.00	24B	565
-		Out of the Charles Breen	League			-	
ļ	641	Will Rall Changult	J. A. Hafner,	12-26-33	20.00	250	18
į		Out of the C. Breen Leagu	Jr., Tr.			<b>-</b>	
				May 50 €		. ,	معارضا أخدري

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643	Till Hall Chensult	Raprison Oil Co., 6t al	8-5-37	90.00	294	42
}	Same description as above		•			<b>,</b>
Zago 4						
977 4 34	as Loases, Brazoria County,	, Texas			Record	ed I
F110	Langer	Lossee	Date	Acres	Bk. &	rg.
641 W. 1	H. Chenault et ux	S. P. 0111ey	5-17-34	7.00	249	611
<b>[</b>	7 acres out of the Chas.	Breen League				
641	W. H. Chenault at ux 10 agree out of the Char.	Marrison Oil Co., et al Resen Learne	8-5-37	10.00	294	53
641	Was Chemanit et ux	R. J. St. German	n 6-7-34	3.00	262	562
047	S acres out of the Chas.					-
641	J. N. Copeland et ux	J. L. Poutra	11-28+34	20.00	ORE	85
•	20 agree of land out of t		_	20.00		
				90.00	900	
641	J. M. Copeland et uz	Earrison 011 Co. et al	B-5-37	50.00	444	506
4.14	Same description as above		. 10 11	AA 44	054	.
642	W. C. Graham et ux	J. A. Hafner, Ji	1x-11-33	20.00	<b>200</b>	9
	20 acres in the Chas. Bre	<u>-</u>				[
642	W. C. Graham et uz	S. P. Gilley	5-15-34	5.00	246	575
]	S acres of land out of th	•			,	\
656	Chris Birkey et ux	J. L. Poutra	6-15-34	18.50		102
[	Lots 22 & 23, Block B, S				_	
556	Chris Birkey et ux	Estrison Oil Co. et al	6-10-38	18.50	308	253
	Same description as above	•				
648	Mrs. M. F. Chemalt et al	1 J. L. Poutra	5-24-34	27.50	250	245
	Lots 11, 24 & 25, Block F	3, Suburban Gardo:	Parm Tracts 5/	of the	Imla Ke	ep League
648	Mrs. M. F. Chenault et a: Same description as above	Go. et al	7-21-38	27.50	<b>30</b> 7	128
648	Mabel Ballard et vir	Harrison Oil	8-16-38	2.41	309	198
	Lot 19, Block B, Suburber	Co. et al Carden Farm Trac	its S/D of the I	nla Keep	Lengue	
648	D. M. Hankins et al	Harrison Oil		-	310	120
	Lot 19, Block B, Suburber	Co. et al				·- j
648	Louis Augepurger et ux	Harrison Oil	9-28-38	2.60	309	491
]	Lot 18, Block B, Suburban	Co. et al				
648	R. L. Cone et un	Entrison Oll	12-2-39	2.50	323	530
[	Lot 18, Block B, Suburber	Co. et al				
   648	T. J. Duncan et al	Harrison Oil	5-22-39	2.00		150
	Lot 20, Block B, Suburber	Co. et al			319	167
685	O. Z. Sedler et ux	J. L. Poutre	5-25-34	50.00	-	90 1
	_ ,	2. 2. 10usta	VV-05	~~ •00	264	99 A 522
	Lote 4 & 5 of the MacDone	ald Subdivision of	the Charles Bro	on Long	32 <b>.</b>	}
659	C. N. Markle et al	J. L. Poutra	4-6-34	314.02	251	490
	314.02 acres out of the 1	Polly & Chance Les	gue			l
, 561	Wellie Smith at vir	J. L. Poutra	11-18-33	50.00	251	594
	50 acres out of the Charl	les Breen Lesgue				
Page 5	•	-				į
011 and	gas leaces in Brazoria Cou	inty, Texas				j
File	Leseor	Lesses	Date	Acres	Recor Vol.	ded Pg.
689	H. B. Vesey	R. J. St.	3-11-38	10.00	302	593
1	Lot 44, Blook C. Industri	Germain				
and the second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second s				- neep	~=£ga	

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***	21 21 11207	Germain			
	Lot 41, Block C, Industrie	el Land Co. Bubdit	rision of the Da	la Koop Longuo	
1364	Ashley F. Wilson et al Out of the Bouth carner o	Entrison Oil Co., et al f the David Mellers	7-18-39 dak Lessus	800.00 319	361
1365	Bernard River Land Development Co. Out of the Imla Leep Leagu	Co., et al	4-3-35	911.52 272	74 :
1365	Zoe Blunt MacDonald	Harrison Oil	6-9-39	911.58 318	345
	Confirmation of the above	Co., et al			
1396	Constal 011 &	Harrison 011	3-7-39	37.50 323	253 :
	Transport Co. Lots 0-12 inclusive in Bl	Co., et al cek 23; Lote 7-10	implusive in Bl	ook 6; South 20	acres of
	Lots 11 to 15 inclusive in	n Block 7, Third 8	D of the M. B.	Nuchols League	.'5
1396	Ethel Donn et vir	Harrison Oil Co., et al	12-2-38	19.50 313	333
	Lots 9-12 inslusive in Bl	ock 25; Lots 7 to	10 inclusive in	Block 8; South	20 2000
of Lots	ll-13 inclusive in Block 7	, Taird 8/D of the	M. B. Muchols	League	
1086	J. L. Poutra	Marrison 011	6-2-39	50.00 318	342
	Lot 10 and North 10 seres	Co., et al		Tot 1 in Black	
	& 6 in Block 9; Lots 9-12	inalusive in Blo	nk 25; Lots 7-10	inclusive in B	TOOK 8;
	and South 20 acres of Lot	s 11 to 13, inclus	ive in Block 7,	Third S/D of t	be K. B.
	Nuchola League				
1336	Edward Aaron et ux	Harrison 011	10-24-38	870.00 311	297
	Lots 13-16 inclusive in B	Co., et el lock 5; Lots 10-12	5 inclusive in B	lock 7; Lots 1,	7, 8, 9
	and 10 in Block 8, Cots 1	to 6 inclusive as	nd Lots 13-16 in	clusive in Bloc	k 9 and
	Lots 9-12 inclusive in Bl	ock 25, Third \$/D	of the M. B. Nu	chols League	
13864	Louis C. Arp	Harrison 011	10-27-39	10.00 323	327
	Lot 14, Blk. 7, Third Sub	Co., et al division of the E	. B. Huchols Lee	<b>E</b> ne	
1386 <u>a</u>	St Louis Brownsville &	Harrison Oil	7-5-40	0.25 335	131
	Mexico Ry. Lots 11 to 14 inclusive,	Co., et al Block 7, 3rd Subd:	ivision of the N	. B. Nuchola Le	agu•
1453	P. W. Mieller et ux	R. D. MacDonald	10-10-38	240.00 311	300
	Lots 9 to 12 inclusive, B	lock 6; Lots 1-8 :	inclusive and Lo	& 318 to 15-30, inclu	524 #1 <b>**</b>
in Block	7; Lots 9 to 12, inclusiv	e in Plock 9; and	Lots 3 & 4 in B	look 20 of the	Third
	Subdivision of the N. B.	Nuchols League			
1453A	St Louis, Brownsville &	Harrison Oil	7-5-40	3.46 335	125
	Lots 7-10 inclusive in Bl	.co., et al .cok % Third Subdi	ivision of the M	. B. Nuchola Le	ågue
1453A	St Louis, Brownsville &	Harrison 011	9-5-41	0.76 357	37
	Mexico Ry. Lota 5 8 8, Block 7, Third	Co., et al Subdivision of t	ne M. B. Nuchole	League	
Page 6					
011 & Ga	s Leases, Brazoria County,	Техаз		•	
P1 10	Lessor	Leasee	Date	Acres Bk. &	
14534	L. C. Arp et al	Harrison Dil	10-27-39	10.00 323	325
	Lot 9, Block 7, Third Sub	Co. et al			<del></del>
1452	F. W. Euclier et al	R. I. MacDonald	_	330.00 311	292
	Lots 1 to 5, inclusive, a				
	inclusive, in Block 22; a				
	Subdivision of the M. B.		AN DA	U) In wid I	шл
1.475	Geo. S. Waddy	Harrison Oil	8-24-57	10.00 293	900
-	10 acres out of the Polly	Co. et al		10.00 E83	599
1475	T. L. Smith et al		7 10 41	00.00.00	
24,0		Harrison 011 Co. et al	7-18-41	20.96 350	159
i	Lots 2-A and 2-B of the I	ermin maddy Subdi	vision of the Po	lly & Chance Le	.gus

R. J. St.

10.00 319

M. L. Veney

2476 Scott Strong of al Lots R-A and 2-B of the Larkin Waddy Subdivision of the Polly & Chance League 1475 Scott Stream et al Confirmation of the above lease to T. M. Nowlin 1478 T. M. Nowlin To M. Mowith

Harrison Oll 5-:2-34 20.00 250 3

Lots S-A and S-B of the Larkin Meddy Subdivision of the Polly & Chance League 1478 Shed Maddy et ux Lot 5 of the MicDonald Subdivision of the Polly & Chance League 320 637 Lots 5 & 4 of the R. D. MaDonald Subdivision of the Polly & Chance League 125 637 Pederal Royalty Corp. Part of Lots 3 & 4 of the MacDonald Subdivision of Polly & Chance League 44 1169 R. D. Madonald Lot 8 of the MacDonald Subdivision of the Polly & Chance League 467 1160 R. D. MacDonald 18-89 Same description es above 408 Co. et al 148n 6-2-30 Mollie C. Short et al Mollie C. Short et al Barrison OII Sage-38 2.55 310 15
Part of Lot 18, Blook S. Suburban Garden Fara Tracts 3/D of the Inla Keep League 337 2480 et vir Part of Lot 18, Blook B, Suburben Garden Farm Tracts 5/D of the Imla Keep League 1480 Pirat State Bank of Sweeny
Part of Lot 18, Block B, Suburban Garden Farm Tracts 5/D of the Inle Keep League 1480 D. M. Rimmer et ux Part of Lots 10 & 19, Blook B. Suburban Garden Parm Tracts 3/D of the Imla Resp Legue Page 7 Oil & Gas Leases, Brazoria County, Taxas 1480 C. C. Pope et al Lessee Part of Lot 9, Block B, Suburban Garden Parm Tracts 5/D of the Imla Keep League 24 (Y) C. C. Pope et al & Pg. Part of Lot 9, Blook B, Suburban Garden Parm Tracts 3/D of the Imla Keep League 606 1480 John Chenault et ux Part of Lot 9, Blook B, Suburban Garden Parm Tracts 5/D of the Imla Reep League 1480 Part of Lot 10, Block B, Supurban Garden Farm Tracts S/D of the Imla Reep League 562 1508 L. P. Schweikert & F. B. Kaib All land owned by lessors in the Charles Breen Lesgue 1536 J. W. Presaley of al Part of Lot 27, Blook B, Suburban Gerden Para Tracts 8/D of the Inla Keep League 40.00 1536 J. H. Presaley et al 1636 W. A. Woodrug et ux Part of Lot 27, Block B, Suburban Garden Parm Tracts 8/D of the Imla Keep League 1536 W. A. Woodpus of us 21 F Same description as above 1686 C. R. Cason Lot 17, Block B, Suburban Garden Farm Fracts 3/D of the I. Keep League 326 160 30g 259 1000

=	1536	A. N. 0:7	J. W. Reynolds	19-19-56	10,968	276	800
		Lot 16, Block B, Suburban	<b>-</b>				(vii.
į	1536	Mrs. Mollie Brookman	R. D. MacDonald			274	198
ĺ	1034	Lot 26, Block B, Suburban					
	1860	Althon Bool	J. G. Lee	1-8-34	170.00	<b>94</b> 5	199
	1990						
		Lots 11 to 17, inclusive,	TH PIGOT 9 SUM TO	998 0 90 £D, 100.	AUDITO, AL	i brook .	90, 51
	1000	B. Hughols League	*************		100.00		
ļ	1560	Althon Beal	Harrison Oil Co. et al	10-26-58	170.00	311	519
Ì		Same description as above	_				
Ī	1563	D. H. Chenault	Barrison 011 Co. et al	11-4-58	30.00	278	96
١		30 agree out of the C. Br	_				
	1714	E. P. Meador et al	Harrison 011 Co. et al	8-1-39	48.00	380	\$17
Į		All of I or 15, 49, 54, 50	5 & 56, Blook C o	f the Burd 3/D of	f the Inle	Keep L	or Em
İ	011 & Gas	Leases, Brezeria County,	Dezas - Page 8			Becor	iod And
İ	File No.	Lessor	Lossee	Date	Toles.	Vol.	Lete
	1545	J. B. Sewell et ux	Harrison Oil Co. & J. S.	6/25/38	0.85	507	498
Ì			Abercrombie Ce.				
١		Lots 1, 2, 3, 11, 12, 13 &			rwrei Yeab	•	
	1884	P. P. Meador et al	Harrison Oil Co.			331	752
1		Lots 15, 15 & 17, Block &	Co. J. Sweeny Townsite	, Imla Keep Lge	••		
ł	1895	Jes. Kimbrew, Sr.	Rarrison 311	3/7/40		331	128
		et ux	Co. & J. 3. Abercromble Co.				
1		Lots 10 & 11, Block 16, 5:	seeny Townsite, I	ala Koop League,			
-	1886	J. F. Carrison	Harrison Oil Co. & J. S.	3/8/40		<b>53</b> 1	132
į		Lot 18, Blook 39, Sweeny	Abererombia Co. Townsite, Imla Rec	p League .			
į	1887	J. E. Brown et ux	Harrison Oil	3/12/40		551	135
			Co. & J. B. Abercrombie Co.	• •			
Ì		Lots 7, 8, 9 & 10, Blook		to, Inla Keep Le	ague .		
Į	1898	D. R. Lindsey et ux	Harrison Oil Co. & J. S.	3/7/40		531	139
ĺ		Lots 8, 9 & 10, Block 23,	Abercrombie Co.	Tula Vaca I ac-	_		
Į	1889	Paul H. Lindsey	Harrison Oil	3/7/40	••	49.1	148
Ì	1,00	real at Ministry	Co. & J. 3.	0/1/40		331	143
ļ		Lot 7, Block 25, Sweeny To	Aberorombie Co. ownsite, Imla Kee	p League.			
-	1890	Winston Chanault	Harrison Oil	3/1/40		331	146
Ì		et ux	Co. & J. S. Abergrombie Co.				
į	1003	Lots 22, 25, 24, 26, & 25			Keep Load	gu <b>ë</b>	
i	1691	D. T. Curtis et ux	Harrison Oll Co. & J. S.	3/8/40		351	149
j		Lots 12 & 13, Block 43, St	Aberaromble Co. weeny Townsite, I	mla Keep Lengus.			
į	1892	Clyde Walters	Harrison Oil	3/13/40		331	153
[			Co. & J. S. Abercrombie Co.			_	
:		Lot 4, Block 43, Sweeny To	ownsite, Imla Kee	p League.			
 	1893	John T. Plunk et al	Rafrison 011 Co. & J. S.	3/7/40		331	166
		Lot 7, Block 44, Sweeny To	Abererombie Co.	n League .			
1	1694	S. E. Plunk et ux	Harrison 011	3/8/40		221	1.64
Ì	= · •		Co. & J. S. Abercrombie Co.	A) A) 40)		351	160
ļ		Lots 12, 13 & 14, Block 2	7, Sweeny Townsit	, Imla Keep Lea	gue.		
ļ	1895	H. W. Pool et ux	Harrison Oil Co. & J. S.	3/18/40		331	164
į		N on W 1/2 of tot 19	Abergrombie Co.				
		N or NW 1/2 of Lot 18 and Keep League.	a or my TA of T	or 19, 9100k 55,	duceny To	wneite,	Tale
_		TANK TANKER					Georgia (

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	Arnold Harvill	Harrison 011 Co. & J. S. Abercrombia Co.	3/34/40		331	167
	Lot 11, Block 45, Sweet		ep League.			
1897	Barry Chenault	Harrison dil Co. & J. S.	3/7/40		331	171
	Lots 5, 4, & 5, Block	Aberdrouble Co. 20. Sweeny Townelto,	<del>-</del>	<b>.</b>		
1899	J. T. Orr et ux	Harrison Oil Co. & J. S. Abercrombie Co.	3/9/40		237	174
	Lots 5, 5 & 7, and per		ill in Block 39,	Sweeny T	ownal to,	Inla
	Keep Longue.					
011 5 04	is Lesses, Brazoria Coun	ty, Texas - Page 9.			Rec	arded
Pile No.	Lessor	Louses	Date	Acres	Vol.	Page
1900	H. E. Grover et ux	Harrison 011 Co. & J. S. Abererombie Co.	3/19/40		351	178
	Lots 8 & 9, Block 44,		a Keep League.			
1901	R. P. Martin et ux	Harrison Cil Co. & J. S. Abererombie Co.	3/12/40		351	181
	Lots 14 & 15, "lock 8,		ila Keep League.			
1902	B. S. Chrk et /	Harrison Oil Co. & J. S.	3/9/40		331	185
	Lots 17, part of Lots !	Abercrombie Co. 16 & 18; Block 51, a	nd Lots 1, 2 k 3	, Block	32, <b>590</b> 0	ny Town-
	site, Imla Keep League					-
1903	Church of Christ of Sweety, Texas.	Harrison 011 Co. & J. S.	3/82/40		331	188
	Lets 1, 2, 3 & 4, Block	Abercrombie Co.	k 7, Sweeny Town	site, Im	la Keen	Leegue.
1904	Mollie Short et al	Harrison Cil Co. & J. 3.	3/20/40	<b>,</b>	329	429
	Lots 4 to 10, inc., Blo	Abercrombie Co. ook 22. Sweepy Towns	ite. Imle Keep L	ongum.		
1905	F. F. Walters et uz	Harrison Oil	3/15/40	<del></del>	331	192
	Lots 1, 2 & 5, Block 27	Co. & J. S. Abercrombie Co. 7, Sweeny Townsite,	Imla Keep League			
1906	Peter Crain et ux	Harrison Cil Co. & J. S.	3/20/40		531	195
	Lot 3, Block 34, Sweens	Abergrombie Co. Townsite, Imla Kee	p League.			
1907	Leona A. Ward et al	Harrison Gil	3/8/40		331	199
	Lot 14, and part of Lot	Cr J.S. Amerombie Co. 7. Block 33. Sween	- '	Kean Lo		
1908	First Baptist Church	Harris - Dil	3/19/40	Troop will	331	203
-	of Sweeny, Texas. Lots 5 & 6, Block 19, S	Co. & S. Abercrombie Co.			T	<del>-</del> 40
1000	_					
1909	Emma L. Bryan et vir	Marrison Oil Co. & J. S. Abererombie Co.	4/12/40		331	206
	Lots 1, 4, 7, 8, & 9, 8	Hock 53, and Lots 1	5 & 16, Block 39	, Sweeny	Towns1 to	, Inla
	Loop Longue,					
1910	Beulah Emmorick	Harrison Dil Co. & J. S. Abercrombie Co.	4/11/40		331	210
	Lot 8, Block 18, and Lo	t 12, Blook 51, See	eny Townsite, I.	Keep Lge		
1911	Mary Bergen et vir	Earrison Cil Co. & J. S. Averorombie Co.	3/22/40		331	213
	Lot 9, Block 59, Breeny	Townsite, Imla Kee	p League.			
191 <b>3</b>	Irt Bell	Harrison 011 Co. & J. S.	3/22/40		331	217
	Lot C. Blook 50, Sweets	Abertrombie Co. Townsite, Imla Kee	p League.			
213	Lands deorge et m	Harrison Oil Co. & J. S.	3/15/40		331	220
Market All Control						
	140 12. Block 2, Stiery	Aberorombie Co. Tommatte, Inla Kee	League.			

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1916	G. R. Sigel, Tr. et al	Harrison Gil Go. & J. B.	8/21/40	35	1 287
	Lots 1, 2 & 5, Block	Abererombie Co S, Sweeny Townsite		egue.	چينه
1918	Jose Duncan	Marwison Oil Co. & J. S. Abereroshie Co	3/92/40	33.	
	Lote 1 + 2, Block 51,				
1917	Mollis A. Brockman	Harrison Cil Co. & J. 4. Abererombie Co	3/15/40	35	2 434
	All of Block 5, compri			mla Keep Lge.	•
1918	Solkirk Harris et al	Harrison Gil Go. & J. S. Abergrombie Go	3/6/40	53.	1 236
_	Lot 8, Block 9, Sween	Townsite, Inla Re	op League.		
1919	H. H. Hall et uz	Herrison Oll Co. & J. S. Abergrowhie Co	3/7/40	<b>33</b> :	1 945
-	Lots 19 & 20 and part	of Lot 18, Block 5	1, Sweeny Town	eite, Imla Keep 1	Leagus .
1921	Ere. Lydia B. Chemeult et al	Harrison Oil Co. & J. S. Abererembie Co	3/22/40	33	7 55
	, 2 & 14, Block 20, Sweet	y Townsite, Inla K	sep League.		
1922	W. B. Davis et ux	Harrison Oll Go. & J. S. Abercrombie Co		33:	
	Lots 1, 2, 3, 11, 12,	_			
1923	J. G. Arrington et ux	Earrison Oil Co. & J. A. Abertrombie Co	3/18/40	38	•
	Lots 7, 8, 9, 10,11, 1				
	Block 18; Lot 1, Block		, a v kak peri	or rec .' Prode	40, 200
1924	J. C. Rayon et un	·	4 /2 4 /4 /4 /4		
	Lots 15 & 16, Block 35	Rarrison Oil Co. & J. E. Abererombie Co A. Sweeny Townelle.		33. 506 -	1 25:
1925	J. W. Wilkins et uz	Harrison Dil	4/20/40	55,	1 254
	Lots 6 to 12, inc., Bl	Co. & J. E. Aberorombie Co	•		
1926	Gec. C. Davis	Sarrison Oil	4/17/40	33	1 256
	Strip of land out of t	Co. & J. S. Abercrombie Co he south corner of			
1930	R. L. Cone et ux	Berrison Cil Go. & J. S.	3/19/40	55	
	Lot 9, Block 27, Sweet	Abercrombie Co y Townsite, Imla K	eep league.		
1951	J. H. Michols et ux	Harrison Oil Co. k J. S. Abergrombie Co	3/20/49	33	1 267
	Lot 6, Block 54, Sween	y Townsite, Imla R	sep League.		
1932	Levi Hankins	Harrison Gil Co. & J. S. Abercrombie Co	4/9/40	336	
	Lot 7, Block 16, and I	Ata 10 & 12, Blook	33, Streeny To	wnsite, Im'a Kee	p Longue,
1933	Nethodist Church of Sweeny, Texas.	Harrison Oil Co. & J. S. Abertrombie Co	4/19/40	330	0 148
	Lots 10,11 & 12, Block		-	League.	
oil & .	as Louses, Brazoria Coun		1.		Recorded
	Lessor	Losaco	Date	Acres Vo	
Pile No.		Herrison 011	3/16/40	53(	159
P1 16	R. J. O'Quinn et ux	Co. & J. S. Abergrombie Go	•		
Pile No.	E. J. O'Quinn et ux  Lots 1, 3, 4, & 5, Blo  F. F. Meadors et ux	Abergrombie Go	Mito, Imia Koo 3/8/40	p League.	

6		Lot 5, Block 49, Sweeny To	rendite, Imla Keep	p Lague.		
	1986	Prince Helm et uz	Barrison Oil Co. & J. S. Abererombie Co	4/15/45	330	159
		Lot 2, Blook 54, Sweeny To		p League.		
	1946	Author L. Burt et al	Harrison Oil Co. & J. &. Abercrombie Co.	3/8/40	329	481
		Lot 1 & 2, Block 49, Sweet		Loop longur.		
	1947	J. W. Reynolds et ux	Rarrison Oil Co. & J. 3. Abergraphie Co.	3/12/40	328	454
	1948	Lots 21 to 28,/Elock 51, 5 J. W. keynolds et ux	Harrison Oil	3/12/40	328	458
		7.4-11 to 14 to 8	Co. & J. S. Abercrombie Co.	untto Inla Food Commo		
	9590	Lots 11 to 14, inc., Bloc			440	*00
Ì	<b>30</b> 53	E. D. Martin et ux Loss 1 to 13, inc., Block	Harrison Oll Co. & J. S. Abergrouble Co. 57. Sween: Towns	3/7/40	332	380
	0000				770	326
1	2023	S. F. Header et uz	Earrison Oil Co. & J. S. Abergrambie Co.	3/12/40	330	
ı		Lot 8, Block 9; Lots 4, 5				
l		and part of Lot 7, Block 3	53; Lot 11 and pa:	rt of Lots 12 & 14, Block	49; Lot	3-23-è
I		14, Block-49; Lots 13 & 14	i, Block 51; Lots	19 & 20 and part of Lot	18, Blod	k 51,
١		Sweeny Townsite, Imla Keep	League.			
	2024	George Baugh et al	Earrison Oil Co. & J. S. Abercrombie Co.	3/29/40	330	331
1		Lot 10, Block 9, Sweeny To	wasite, Imla Keep	p League.		
1	<b>202</b> 5	Ruby L. G. Ward at wir	Harrison Oll Co. & J. S. Abergrombie Co.	4/15/40	330	335
1		Lot 13, Block 33, Sweeny 1		ep League.		
	2026	John Kollinney et ux	Harrison Oil Co. & J. S. Abercrombie Co.	5/27/40	330	338
1	2029	Lots 7 & 8, Block 31, Swee				
ļ	4080	J. W. Reynolds et ux	Harrison Oll Co. & J. S. Abercrombie Co.	š/8/40	331	545
ł	2093	Lot 10, Block 7, Sweeny To				
		Sweeny Home Demonstra- tion Club Lots 8 & 9, Block 50, Swee	Harrison Oll Co. & J. S. Abercrombie Co. Uny Townsite. Emis	5/19/40	333	453
1		Noth. Episcopel Ch.	Harrison Oil	7/17/40	770	*-0
		of Sweeny, Texas.	Co. & J. 3. Abercromble Co.	,,	330	569
1		Lots 8 & 9, Block 16, Swee		- <del>-</del>		
		L. E. Hendershot et ux  Lot 3, Block 1, Seeing Ton	Barrison Oil Co. & J. S. Abercrombie Co.	7/23/40	330	<b>5</b> 88
4		Leases, Brazoria County,	•	and Bra.		
-	Vil # GA# Pilo	Lesson	Texas - Page 12.	Date Acres	Reco	
	90. 2121	A114 - B			Vol.	Page
			Harrison Oil Co. a J. S. Abercrombie Co.	3/18/40	336	112
		Lot 4, Blook 15, Sweeny To			2	
	; <del>-</del> .	School District	Marrison Oil Co. & J. S. Aberorombie Co.	8/17/40	334	354
	91. 1 * 1 12. 13.	All of Blooks 4 & 21, and	Lots 6 to 10, inc	., Block 34, Sweeny Town	aite, Imi	a Keep
S	77 1 <del>7</del> 6 . 6 .	Zeegue.				
ď	<b>3 157</b>		Marrison Gil Go. & J. S.	4/6/40	336	390
37	44.	lots & to 7, Los Block 1	Abergranie Co.			

\$138	J. G. Arrington et ux	Earrison Oil Co. & J. B. Abergrowbie Co.	12/26/40		338 6	1338 TO
	Lots 84, 85 & 86, Block 5		to, Imla Koop Loa	goe .	:	- 27
2138	Mrs. J. E. Bennett	Harrison Oil Co. & J. &.	9/4/40	;	387 4	106
	Lot 6, Block 55, and Lots	Abergrambie Co. 84, 25 & 26, Blo	ook 62, Sweeny To	maite, In	la Koop I	egue .
2157	B. J. Roberts	Esprison Oil	3/9/40			36
	Lot 15, Block 16, Sweeny	Co. & J. S. Abererombie Co.				
2158	B. L. Simmers	Estricon Cil Co. & J. S. Abercrombie Co.	3/15/40	•	349 3	5 <b>40</b>
	Lots 5 & 6, Block 48, Swe	eny Townsi'te, In	la Keep League.			0 •
2159	Lale Ford	Harrison Oil Co. & J. S. Abererombie Co.	3/18/40	:	342 3	143 **
	Lots 1 to 4 inc., Block 3		te, Inla Keep Lee	gue .		
S1 <b>6</b> 0	J. T. Off	Harrison Oil Co. & J. S.	10/22/40	;	342 3	317
	Lot 23, Block 55, Sweeny	Abercrombie Co. Townsite, Imla E	esp League.			
2161	Mrs. M. N. Orr	Harrison Oil	2/27/41	:	344 2	253
	Lot 21, Block 52, Sween	Co. à J. S. Abergrombie Co.	_			
03.63					5 <b>42</b> :	ron.
2161	Krs. M. N. Orr	Rarrison Cil Co. & J. S. Abererombie Co.	10/29/40	•	3 <b>42</b> 2 i	\$ <u>2</u> 1
	Lot 20, Block 32, Sweeny	Townsite, Inla K	eep League.			
21 62	E. Grimes, Jr. et al	Harrison Oil Co. & J. S. Abergrombie Co.	6/15/40	;	342 3	524
	Lots 4 & 5, Block 16, and		, Sweeny Townsite	, I. Keep	Lge.	
2163	Joe Waddy et al	Harrison Cil Co. & J. S.	4/17/40		342	528
2163	-	Co. & J. S. Abercrombie Co.			342 :	528
2163 2165	Joe Waddy et al Lots 1, 2 & 3, Block 15, Wm. Lemon et uz	Co. & J. S. Abercromble Co. Sweeny Townsite, Harrison Oil		•		528 519
	Lots 1, 2 & 3, Block 15,	Co. & J. S. Abercrombie Co. Sweeny Townsite, Harrison Cil Co. & J. S. Abercrombie Co.	Imla Keep Lengue	•	342	519
	Lots 1, 2 & 3, Block 15, Wm. Lemon et ux All of Block 26, and a st	Co. & J. S. Abercromble Co. Sweeny Townsite, Harrison Cil Co. & J. S. Abercromble Co. rip of land 60 f	Imla Keep Lengue	•	342	519
2165	Lots 1, 2 & 3, Block 15, Wm. Lemon et uz All of Block 26, and a st Sweeny Townsite, Imla Kne	Co. & J. S. Abergrombie Co. Sweeny Townsite, Harrison Cil Co. & J. S. Abergrombie Co. rip of land 60 f p League.	Imla Keep Lengue	•	342	519
2165 011 & Ga	Lots 1, 2 & 3, Block 15, Wm. Lemon et ux All of Block 26, and a st	Co. & J. S. Abergrombie Co. Sweeny Townsite, Harrison Cil Co. & J. S. Abergrombie Co. rip of land 60 f p League.	Imla Keep Lengue	•	342	519
2165 011 & Ga Page 13	Lots 1, 2 & 3, Block 15, Wm. Lemon et ux All of Block 26, and a st Sweeny Townsite, Imla Kne S Leases, Brazoria County,	Co. & J. S. Abercromble Co. Sweeny Townsite, Harrison Cil Co. & J. S. Abercromble Co. rip of land 60 f p League. Texas	Inla Keep League 1/25/41 t. in width lying	between B	342 : Looks 54 Records	519 and 56
2165 011 & Ga	Lots 1, 2 & 3, Block 15, Wm. Lemon et uz All of Block 26, and a st Sweeny Townsite, Imla Kne	Co. & J. S. Abergrombie Co. Sweeny Townsite, Harrison Cil Co. & J. S. Abergrombie Co. rip of land 60 f p League.	Imla Keep Lengue	between B	342 looks 54	519 and 36
2165 011 & Ga Page 13	Lots 1, 2 & 3, Block 15, Wm. Lemon et ux  All of Block 26, and a at Sweeny Townsite, Imla Kees Leases, Brazoria County,  Leasor  E. F. Moador et ux	Co. & J. S. Abercromble Co. Sweeny Townsite, Harrison Cil Co. & J. S. Abercromble Co. rip of land 60 f p League. Texas  Lessee  Harrison Cil Co. et al	Imla Keep League 1/25/41 t. in width lying Date 10-6-59	between B	342 Looks 34  Records Vol. 323	519 and 36 ed Fg.
2165 011 & Ge Page 13 File	Lots 1, 2 & 3, Block 15, Wm. Lemon et ux  All of Block 26, and a st Sweeny Townsite, Imla Kne s Leases, Brazoria County,  Leasor E. F. Meader et ux  All of Tracts 15 and 28,	Co. & J. S. Abercromble Co. Sweeny Townsite, Harrison Cil Co. & J. S. Abercromble Co. rip of land 60 f p League. Texas  Lessee  Harrison Cil Co., et al Block B, Suburba	Imla Keep League 1/25/41 t. in width lying Date 10-6-59 n Garden Farm Tra	Acres 25.20 cts 5/D of	Records Vol.	519 and 36 od PS. 95
2165 011 & Ge Page 13 File	Lots 1, 2 & 3, Block 15,  Wm. Lemon et ux  All of Block 26, and a at Sweeny Townsite, Imla Kee a Leases, Brazoria County,  Leasor  E. F. Moador et ux  All of Tracts 15 and 28,  League, and the Southeast	Co. & J. S. Abercromble Co. Sweeny Townsite, Harrison Cil Co. & J. S. Abercromble Co. rip of land 60 f p League. Texas  Lessee  Harrison Cil Co., et al Block B, Suburba	Imla Keep League 1/25/41 t. in width lying Date 10-6-59 n Garden Farm Tra	Acres 25.20 cts 5/D of	Records Vol.	519 and 36 od PS. 95
2165 011 & Ge Page 13 File	Lots 1, 2 & 3, Block 15, Wm. Lemon et ux  All of Block 26, and a st Sweeny Townsite, Imla Kne s Leases, Brazoria County,  Leasor E. F. Meader et ux  All of Tracts 15 and 28,	Co. & J. S. Abercromble Co. Sweeny Townsite, Harrison Cil Co. & J. S. Abercromble Co. rip of land 60 f p League. Texas  Lessee  Harrison Cil Co., et al Block B, Suburba	Imla Keep League 1/25/41 t. in width lying Date 10-6-59 n Garden Farm Tra	Acres 25.20 cts 5/D of	Records Vol.	and 36
2165 011 & Ge Page 13 File	Lots 1, 2 & 3, Block 15,  Wm. Lemon et ux  All of Block 26, and a at Sweeny Townsite, Imla Kee a Leases, Brazoria County,  Leasor  E. F. Moador et ux  All of Tracts 15 and 28,  League, and the Southeast	Co. & J. S. Abercromble Co. Sweeny Townsite, Harrison Cil Co. & J. S. Abercromble Co. rip of land 60 f p League. Texas  Lessee  Harrison Cil Co., et al Block B, Suburba	Imla Keep League 1/25/41 t. in width lying Date 10-6-59 n Garden Farm Tra	Acres 25.20 cts 5/D of	Records Vol. 323 the Indicate Property of the Property Property Property Property Property Property Property Property Property Property Property Property Property Property Property Property Property Property Property Property Property Property Property Property Property Property Property Property Property Property Property Property Property Property Property Property Property Property Property Property Property Property Property Property Property Property Property Property Property Property Property Property Property Property Property Property Property Property Property Property Property Property Property Property Property Property Property Property Property Property Property Property Property Property Property Property Property Property Property Property Property Property Property Property Property Property Property Property Property Property Property Property Property Property Property Property Property Property Property Property Property Property Property Property Property Property Property Property Property Property Property Property Property Property Property Property Property Property Property Property Property Property Property Property Property Property Property Property Property Property Property Property Property Property Property Property Property Property Property Property Property Property Property Property Property Property Property Property Property Property Property Property Property Property Property Property Property Property Property Property Property Property Property Property Property Property Property Property Property Property Property Property Property Property Property Property Property Property Property Property Property Property Property Property Property Property Property Property Property Property Property Property Property Property Property Property Property Property Property Property Property Property Property Property Property Property Property Property Property Property Property Property Property Property Property Property Property Property Property Property Property Property Pr	and 36
2165 011 & Ga Page 13 File 1734	Lots 1, 2 & 3, Block 15, Wm. Lemon et ux  All of Block 26, and a st Sweeny Townsite, Imla Kne s Leases, Brazoria County,  Leasor B. F. Meador et ux  All of Tracts 15 and 28,  League, and the Southeast  League	Co. & J. S. Abercromble Co. Sweeny Townsite, Harrison Cil Co. & J. S. Abercromble Co. rip of land 60 f p League. Toxas  Lessee  Harrison Cil Co., et al Block B, Suburba 10 acres of tra  G. J. Lee	Imla Keep League 1/25/41  t. in width lying  Date 10-6-50  n Garden Farm Tra ct 14, Blook A, M 3-6-34	Acres 25.20 cts \$/D of agill \$/D	Record Vol. 323 the Imic	519 and S6 od f5. o5 a Reep ala Ree
2165 011 & Ga Page 13 File 1734	Lots 1, 2 & 3, Block 15, Wm. Lemon et ux  All of Block 26, and a at Sweeny Townsite, Imla Kee a Leases, Brazoria County,  Lessor B. F. Meador et ux  All of Tracts 15 and 28,  League, and the Southeast  League  Augusta C. Wooding	Co. & J. S. Abercromble Co. Sweeny Townsite, Harrison Cil Co. & J. S. Abercromble Co. rip of land 60 f p League. Toxas  Lessee  Harrison Cil Co., et al Block B, Suburba 10 acres of tra  G. J. Lee	Imla Keep League 1/25/41  t. in width lying  Date 10-6-39  n Carden Farm Tra ct 14, Block A, M  3-6-34  ny Subdivision of	Acres 25.20 cts 5/D of agill 8/D 40.00 the M. B.	Records Vol.  323  the Imic of the In Ruchols	519 and 36 od f5. o5 a Keep ala Kee
2165 011 & Ge Page 13 File 1734	Lots 1, 2 & 3, Block 15, Wm. Lemon et ux  All of Block 26, and a st Sweeny Townsite, Imla Kne s Leases, Brazoria County,  Leasor E. F. Meador et ux  All of Tracts 15 and 28, League, and the Southeast League Augusta C. Wooding Lots 5-8 inculsive, Block	Co. & J. S. Abercromble Co. Sweeny Townsite, Harrison Cil Co. & J. S. Abercromble Co. rip of land 60 f p League. Texas  Lessee Harrison Cil Co., et al Block B, Suburba 10 acres of tra  G. J. Lee 20, Hasima Colo R. D. MacDonald	Imla Keep League 1/25/41  t. in width lying  Data 10-6-50  n Garden Farm Tra ct 14, Blook A, M  3-6-34  ny Subdivision of 12-2-38	Acres 25.20 cts \$/D of agill \$/D 40.00 the M. B.	Records Vol.  323  the Imic of the In Ruchols	and 36  and 36  od P5.  ob a Reep  als Ree  468  League
2165 011 & Ge Page 13 File 1734	Lots 1, 2 & 3, Block 15, Wm. Lemon et ux  All of Block 26, and a st Sweeny Townsite, Imla Kne s Leases, Brazoria County,  Leasor E. F. Meader et ux  All of Tracts 15 and 28,  League, and the Southeast  League  Augusta C. Wooding  Lots 5-8 inaulaive, Block  Augusta C. Wooding	Co. & J. S. Abercromble Co. Sweeny Townsite, Harrison Cil Co. & J. S. Abercromble Co. rip of land 60 f p League. Texas  Lessee Harrison Cil Co., et al Block B, Suburba 10 acres of tra  G. J. Lee 20, Hasima Colo R. D. MacDonald	Imla Keep League 1/25/41  t. in width lying  Date 10-6-39  n Carden Farm Tra ct 14, Block A, M  3-6-34  ny Subdivision of 12-2-38  ny Subdivision of	Acres 25.20 cts 5/D of agill 5/D 40.00 the M. B. 40.00	Records Vol.  323  the Imic of the Ruchols 246  Euchols	and 36  and 36  od P5.  ob a Reep  als Ree  468  League
2165 011 & Ga Page 13 P11e 1734	Lots 1, 2 & 3, Block 15, Wm. Lemon et ux  All of Block 26, and a st Sweeny Townsite, Imla Kne s Leases, Brazoria County,  Leasor E. F. Moador et ux  All of Tracts 15 and 28, League, and the Southeast League Augusta C. Wooding Lots 5-8 inculsive, Block Augusta C. Wooding Lots 5-8 inclusive, Block	Co. & J. S. Abercrombie Co. Sweeny Townsite, Harrison Cil Co. & J. S. Abercrombie Go. rip of land 60 f p League. Texas  Lessee Harrison Cil Co., et al Block B, Suburba: 10 acres of tra  G. J. Lee 20, Hasima Colo R. D. MacDonald 20, Rasima Colo J. M. Copeland	Imla Keep League 1/25/41  t. in width lying  Date 10-6-59 In Garden Farm Tra ct 14, Blook A, M  3-6-34 Iny Subdivision of 12-2-38 Iny Subdivision of 1-15-38	Acres 25.20 cts 5/D of agill 5/D 40.00 the M. B. 40.00	Records Vol.  323  the Imic of the Ruchols 246  Euchols	and 36  od PS.  OS Reep als Ree  468  League  468  League
2165 011 & Ga Page 13 P11e 1734	Lots 1, 2 & 3, Block 15, Wm. Lemon et ux  All of Block 26, and a st Sweeny Townsite, Imla Kne s Leases, Brazoria County,  Leasor E. F. Meador et ux  All of Tracts 15 and 28,  League, and the Southeast  League  Augusta C. Wooding  Lots 5-8 inculsive, Block  Augusta C. Wooding  Lots 5-8 inclusive, Block  Maggie Cooper  55 acres out of the S. F.  Lucinda Cooper	Co. & J. S. Abercromble Co. Sweeny Townsite, Harrison Cil Co. & J. S. Abercromble Go. rip of land 60 f p League. Texas  Leasee  Harrison Cil Co., et al Block B, Suburba: 10 acres of tra  G. J. Lee 20, Hasima Colo R. D. MacDonald 20, Ratina Colo J. M. Copeland Austin 7-1/3 Le Harrison Cil Co., et al	Imla Keep League 1/25/41  t. in width lying  Date 10-6-59 In Garden Farm Tra ct 14, Blook A, M  3-6-34 Iny Subdivision of 12-2-38 Iny Subdivision of 1-15-38 ague Grant 11-11-38	Acres 25.20 cts 5/D of agill 5/D 40.00 the M. B. 40.00 the M. B. 55.00	Records Vol.  323  the Imic of the Branchols 246  Euchols 300	and 36  od PS.  OS Reep als Ree  468  League  468  League
2165 011 & Ga Page 13 P11s 1734 1738	Lots 1, 2 & 3, Block 15, Wm. Lemon et ux  All of Block 26, and a at Sweeny Townsite, Imla Kne s Leases, Brazoria County,  Leasor  E. F. Meador et ux  All of Tracts 15 and 28, League, and the Southeast League  Augusta C. Wooding Lots 5-8 inculsive, Block  Augusta C. Wooding Lots 5-8 inclusive, Block  Maggie Cooper  55 acres out of the S. F.	Co. & J. S. Abercromble Co. Sweeny Townsite, Harrison Cil Co. & J. S. Abercromble Go. rip of land 60 f p League. Texas  Leasee  Harrison Cil Co., et al Block B, Suburba: 10 acres of tra  G. J. Lee 20, Hasima Colo R. D. MacDonald 20, Ratina Colo J. M. Copeland Austin 7-1/3 Le Harrison Cil Co., et al	Imla Keep League 1/25/41  t. in width lying  Date 10-6-59 In Garden Farm Tra ct 14, Blook A, M  3-6-34 Iny Subdivision of 12-2-38 Iny Subdivision of 1-15-38 ague Grant 11-11-38	Acres 25.20 cts 5/D of agill 5/D 40.00 the M. B. 40.00 the M. B. 55.00	Records Vol.  323  the Imic of the Bright Ruchols 246  Euchols 300	and 36 and 36 and 36 and 36 and 36 and 36 and 36 and 36 and 36 and 36 and 36 and 36 and 36 and 36 and 36 and 36 and 36 and 36 and 36 and 36 and 36 and 36 and 36 and 36 and 36 and 36 and 36 and 36 and 36 and 36 and 36 and 36 and 36 and 36 and 36 and 36 and 36 and 36 and 36 and 36 and 36 and 36 and 36 and 36 and 36 and 36 and 36 and 36 and 36 and 36 and 36 and 36 and 36 and 36 and 36 and 36 and 36 and 36 and 36 and 36 and 36 and 36 and 36 and 36 and 36 and 36 and 36 and 36 and 36 and 36 and 36 and 36 and 36 and 36 and 36 and 36 and 36 and 36 and 36 and 36 and 36 and 36 and 36 and 36 and 36 and 36 and 36 and 36 and 36 and 36 and 36 and 36 and 36 and 36 and 36 and 36 and 36 and 36 and 36 and 36 and 36 and 36 and 36 and 36 and 36 and 36 and 36 and 36 and 36 and 36 and 36 and 36 and 36 and 36 and 36 and 36 and 36 and 36 and 36 and 36 and 36 and 36 and 36 and 36 and 36 and 36 and 36 and 36 and 36 and 36 and 36 and 36 and 36 and 36 and 36 and 36 and 36 and 36 and 36 and 36 and 36 and 36 and 36 and 36 and 36 and 36 and 36 and 36 and 36 and 36 and 36 and 36 and 36 and 36 and 36 and 36 and 36 and 36 and 36 and 36 and 36 and 36 and 36 and 36 and 36 and 36 and 36 and 36 and 36 and 36 and 36 and 36 and 36 and 36 and 36 and 36 and 36 and 36 and 36 and 36 and 36 and 36 and 36 and 36 and 36 and 36 and 36 and 36 and 36 and 36 and 36 and 36 and 36 and 36 and 36 and 36 and 36 and 36 and 36 and 36 and 36 and 36 and 36 and 36 and 36 and 36 and 36 and 36 and 36 and 36 and 36 and 36 and 36 and 36 and 36 and 36 and 36 and 36 and 36 and 36 and 36 and 36 and 36 and 36 and 36 and 36 and 36 and 36 and 36 and 36 and 36 and 36 and 36 and 36 and 36 and 36 and 36 and 36 and 36 and 36 and 36 and 36 and 36 and 36 and 36 and 36 and 36 and 36 and 36 and 36 and 36 and 36 and 36 and 36 and 36 and 36 and 36 and 36 and 36 and 36 and 36 and 36 and 36 and 36 and 36 and 36 and 36 and 36 and 36 and 36 and 36 and 36 and 36 and 36 and 36 and 36 and 36 and 36 and 36 and 36 and 36 and 36 and 36 and 36 and 36 and 36 and 36 and 36 and 36 and 36 and 36 and 36 an
2165 011 & Ga Page 13 P11s 1734 1738	Lots 1, 2 & 3, Block 15, Wm. Lemon et ux  All of Block 26, and a st Sweeny Townsite, Imla Kne s Leases, Brazoria County,  Leasor E. F. Meador et ux  All of Tracts 15 and 28,  League, and the Southeast  League  Augusta C. Wooding  Lots 5-8 inculsive, Block  Augusta C. Wooding  Lots 5-8 inclusive, Block  Maggie Cooper  55 acres out of the S. F.  Lucinda Cooper	Co. & J. S. Abercromble Co. Sweeny Townsite, Harrison Cil Co. & J. S. Abercromble Go. rip of land 60 f p League. Texas  Leasee  Harrison Cil Co., et al Block B, Suburba: 10 acres of tra  G. J. Lee 20, Hasima Colo R. D. MacDonald 20, Ratina Colo J. M. Copeland Austin 7-1/3 Le Harrison Cil Co., et al	Imla Keep League 1/25/41  t. in width lying  Date 10-6-59 In Garden Farm Tra ct 14, Blook A, M  3-6-34 Iny Subdivision of 12-2-38 Iny Subdivision of 1-15-38 ague Grant 11-11-38	Acres 25.20 cts 3/D of agill 3/D 40.00 the M. B. 40.00 the M. B. 55.00	Records Vol.  323  the India 246  Euchols 300  511	and 36 and 36 and 36 and 36 and 36 and 36 and 36 and 36 and 36 and 36 and 36 and 36 and 36 and 36 and 36 and 36 and 36 and 36 and 36 and 36 and 36 and 36 and 36 and 36 and 36 and 36 and 36 and 36 and 36 and 36 and 36 and 36 and 36 and 36 and 36 and 36 and 36 and 36 and 36 and 36 and 36 and 36 and 36 and 36 and 36 and 36 and 36 and 36 and 36 and 36 and 36 and 36 and 36 and 36 and 36 and 36 and 36 and 36 and 36 and 36 and 36 and 36 and 36 and 36 and 36 and 36 and 36 and 36 and 36 and 36 and 36 and 36 and 36 and 36 and 36 and 36 and 36 and 36 and 36 and 36 and 36 and 36 and 36 and 36 and 36 and 36 and 36 and 36 and 36 and 36 and 36 and 36 and 36 and 36 and 36 and 36 and 36 and 36 and 36 and 36 and 36 and 36 and 36 and 36 and 36 and 36 and 36 and 36 and 36 and 36 and 36 and 36 and 36 and 36 and 36 and 36 and 36 and 36 and 36 and 36 and 36 and 36 and 36 and 36 and 36 and 36 and 36 and 36 and 36 and 36 and 36 and 36 and 36 and 36 and 36 and 36 and 36 and 36 and 36 and 36 and 36 and 36 and 36 and 36 and 36 and 36 and 36 and 36 and 36 and 36 and 36 and 36 and 36 and 36 and 36 and 36 and 36 and 36 and 36 and 36 and 36 and 36 and 36 and 36 and 36 and 36 and 36 and 36 and 36 and 36 and 36 and 36 and 36 and 36 and 36 and 36 and 36 and 36 and 36 and 36 and 36 and 36 and 36 and 36 and 36 and 36 and 36 and 36 and 36 and 36 and 36 and 36 and 36 and 36 and 36 and 36 and 36 and 36 and 36 and 36 and 36 and 36 and 36 and 36 and 36 and 36 and 36 and 36 and 36 and 36 and 36 and 36 and 36 and 36 and 36 and 36 and 36 and 36 and 36 and 36 and 36 and 36 and 36 and 36 and 36 and 36 and 36 and 36 and 36 and 36 and 36 and 36 and 36 and 36 and 36 and 36 and 36 and 36 and 36 and 36 and 36 and 36 and 36 and 36 and 36 and 36 and 36 and 36 and 36 and 36 and 36 and 36 and 36 and 36 and 36 and 36 and 36 and 36 and 36 and 36 and 36 and 36 and 36 and 36 and 36 and 36 and 36 and 36 and 36 and 36 and 36 and 36 and 36 and 36 and 36 and 36 and 36 and 36 and 36 and 36 and 36 and 36 and 36 and 36 and 36 and 36 and 36 and 36 and 36 and 36 and 36 and 36 an
2165  011 & Ga. Page 13 P11e 1734  1738  1738  1491	Lots 1, 2 & 3, Block 15, Wm. Lemon et ux  All of Block 26, and a at Sweeny Townsite, Imla Kne Leases, Brazoria County,  Leasor E. F. Meador et ux  All of Treets 15 and 28, League, and the Southeast League Augusta C. Wooding Lots 5-8 inculsive, Block Augusta C. Wooding Lots 5-8 inclusive, Block Maggie Cooper 55 acres out of the S. F. Lucinda Cooper Out of the S. F. Austin 7	Co. & J. S. Abercromble Co. Sweeny Townsite, Harrison Cil Co. & J. S. Abercromble Go. rip of land 60 f p League. Texas  Lessee  Harrison Cil Co., et al Block B, Suburba 10 acres of tra  G. J. Lee 20, Hasima Colo R. D. MacDonald 20, Ratina Colo J. M. Copeland Austin 7-1/3 Le Harrison Cil Co., et al -1/3 League Gran J. N. Copeland	Imla Keep League 1/25/41  t. in width lying  Date 10-6-39 In Garden Farm Tra ct 14, Blook A, M  3-6-34 Iny Subdivision of 12-2-38 Iny Subdivision of 1-15-38 ague Grant 11-11-36 t 1-10-38	Acres 25.20 cta 5/D of agill 5/D 40.00 the M. B. 40.00 the M. B. 55.00	Records Vol.  323  the India 246  Euchols 300  511	and 36  od PS.  95  a Keep  ala kee  468  League  469  League
2165  011 & Ga. Page 13 P11e 1734  1738  1738  1491	Lots 1, 2 & 3, Block 15,  Wm. Lemon et ux  All of Block 26, and a at Sweeny Townsite, Imla Kee S Leases, Brazoria County,  Leaser  E. F. Moador et ux  All of Tracts 15 and 28, League, and the Southeast League  Augusta C. Wooding Lots 5-8 inculsive, Block  Augusta C. Wooding Lots 5-8 inclusive, Block  Maggie Cooper  55 acres out of the S. F. Lucinda Cooper  Out of the S. F. Austin 7  A. W. Harvey et ux  Out of the S. F. Austin 7	Co. & J. S. Abercromble Co. Sweeny Townsite, Harrison Cil Co. & J. S. Abercromble Go. rip of land 60 f p League. Texas  Lessee  Harrison Cil Co., et al Block B, Suburba 10 acres of tra  G. J. Lee 20, Hasima Colo R. D. MacDonald 20, Ratina Colo J. M. Copeland Austin 7-1/3 Le Harrison Cil Co., et al -1/3 League Gran J. N. Copeland	Imla Keep League 1/25/41  t. in width lying  Date 10-6-39 In Carden Farm Tra ct 14, Blook A, M  3-6-34 Iny Subdivision of 12-2-38 Iny Subdivision of 1-15-38 ague Grant 11-11-38 t 1-10-38	Acres 25.20 cta \$/D of agill \$/D 40.00 the M. B. 40.00 the M. B. 55.00	Records 54  Records 701.  Records 701.  Records 701.  Records 701.  Records 701.  Records 701.  Records 701.  Records 701.  Records 701.  Records 701.  Records 701.  Records 701.  Records 701.  Records 701.  Records 701.  Records 701.  Records 701.  Records 701.  Records 701.  Records 701.  Records 701.  Records 701.  Records 701.  Records 701.  Records 701.  Records 701.  Records 701.  Records 701.  Records 701.  Records 701.  Records 701.  Records 701.  Records 701.  Records 701.  Records 701.  Records 701.  Records 701.  Records 701.  Records 701.  Records 701.  Records 701.  Records 701.  Records 701.  Records 701.  Records 701.  Records 701.  Records 701.  Records 701.  Records 701.  Records 701.  Records 701.  Records 701.  Records 701.  Records 701.  Records 701.  Records 701.  Records 701.  Records 701.  Records 701.  Records 701.  Records 701.  Records 701.  Records 701.  Records 701.  Records 701.  Records 701.  Records 701.  Records 701.  Records 701.  Records 701.  Records 701.  Records 701.  Records 701.  Records 701.  Records 701.  Records 701.  Records 701.  Records 701.  Records 701.  Records 701.  Records 701.  Records 701.  Records 701.  Records 701.  Records 701.  Records 701.  Records 701.  Records 701.  Records 701.  Records 701.  Records 701.  Records 701.  Records 701.  Records 701.  Records 701.  Records 701.  Records 701.  Records 701.  Records 701.  Records 701.  Records 701.  Records 701.  Records 701.  Records 701.  Records 701.  Records 701.  Records 701.  Records 701.  Records 701.  Records 701.  Records 701.  Records 701.  Records 701.  Records 701.  Records 701.  Records 701.  Records 701.  Records 701.  Records 701.  Records 701.  Records 701.  Records 701.  Records 701.  Records 701.  Records 701.  Records 701.  Records 701.  Records 701.  Records 701.  Records 701.  Records 701.  Records 701.  Records 701.  Records 701.  Records 701.  Records 701.  Records 701.  Records 701.  Records 701.  Records 701.  Records 701.  Records 701.  Records 701.  Records 701.  Records 701.  Reco	and 36  od P5.  95  a Keep  ala Kee  468  League  469  League

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Α.							
7	2499	Pinkie Harvey	J. M. Copeland	1-19-38	26,00	500	279
		Out of the S. F. Austin 7	1/3 League Grant	•			1
٠.	1500	A. Wayman Harvey, Sr.,	Harrison Cil	4-8-30	106.25	315	488
ı		Guardian Out of the S. F. Austin 7	Co., et al	_			
Į	1244		Harrison Oil	1-5-39	106 .25	313	580
	1500	Dunice Davis et vir	Co., et al		100 120	010	
		Out of the S. P. Austin 7	-1/3 League Grant	•			
1	1500	Pinkie Harvey	J. M. Gopeland	1-19-38	106.25	300	260
ļ		Out of the S. P. Austin 7	-1/3 League Grant	•			1
1	1834	Vivian Huskamp	Harrison 011	6-7-38	50.00	305	445
1		Lots 2 to 6 inclusive, Bl	co., et al	of the K. B. Muci	hole leag	<b>40</b>	
Į	1834	James Sloam et al	J. L. Poutre	9-28-34	50.00	268	507
		Lots 2 to 6 inclusive, Bl	ook 8 out of a Su	bdivision of the	K. B. No	ohols Les	igue .
1	1894		J. L. Poutra	3-29-37	50.00	298	610
ł	1834	James Sloan et al		0-35-01	00.100		
/]		Same description as above	•				. !
	1562	Wright Loan & Securities Co.	Tulane Gordon	10-20-38	856.00	312	6
		Out of the S. F. Austin 5	League Grant.				i
ı	011 & Gas	Leases, Brazoria County,	Texas - Page 14			Banani	
	Pilo	Leesor	Lessee	Date	Acres	Nesora	Page
1	No.					_	
1	1564	Buna Overton et al	Harrison Cil Co. & J. S.	10/8 /38	2	312	222
I		2 acres out of Lot 22, Bl	Abercrombie Co.		. 8/D of	the Imla	Keen
ł			o a p, squares o		,		
j		League.					
1	1635	Otto K. Moehle et ux	Geo. W. Shively	3/14/39	100	317	212
1		Tract 19, Mash S/D, T. K.	Davis Lesgue.				ļ
ŀ	1898	D. D. Orr at al	Harrison Oil	12/26/19	10	328	288
١			Co. & J. 5. Aberorombie Co.				_ {
1		1D acres out of Lot 34 of	tre anodiaision	_	the Char	les Brec:	n League.
١	1928	Sunshine Ryman et al	Harrison Cil Co. & J. S.	4/5/40	75	328	363
١		75 acres, more or less, o	Abergrombie Co.	Rappy & William	e faegne.		
١	1929	•			_		460
1	1925	B. J. Richardson et ux			75	238	468
		75 acres, more or less, o	ut of the Eattle,	Berry & William	s resue.		
	1938	Arie D. Sweeny et al	Harrison 011 Co. & J. S.	4/30/40	20	344 . 332	330 & 54
1		Lots 15 & 14, Block 6, Th	Abercrombie Co.	D. Wyshals Fas-			
	1045	•	•			==^	020
	1945	F. W. Oudt et ux	Harrison Cil Co. & J. S.	5/8/40	60	332	238
		Lots 7 & 8, Blook 5, and	Abercromble Co. Lots 1 to 4, inc.	, Block 6. Third	3/D of t	he M. B.	Nuchols
ı		Longue.	-				
	1949	A. W. Wilson at al	Harrison Cil	5/20/40	75.1	331	326
		··- ·· <u>-</u>	Co. & J. S.	,	* *		
		75.1 acres, more or less,	Abercromble Co. out of the Bettl	e, Berry & Willi	ams Leagu	ė.	ļ
	1950	Arthur Wilson et al	Harrison 011	5/20/40	40	<b>33</b> 1	329
			Co. & J. S. Abergrombie Co.	, -, <del></del>	-	<b>-</b>	
		Lots 5 to 8, inc., Block		he K. B. Nuchole	Longue.		ĺ
	2027	P. C Engelking et al	Tulane Gordon	4/11/40	871	532	504
		871 acres, more or less,	out of the Ollver	Jones League.			-
ال	2027	K. F. Granau et al	Tulane Gordon	5/14/40	871	382	510
· [	,	871 acres, more or less,		· •			
	0000	Lisette H. Crawford	_		077	350	
	2027	-	Tulane Gordon	5/11/40	871	332	518
ر د		871 acres, more or less,	out of the Oliver	Jones League.			- 1

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	2027	A. L. Hallman et al	Talene Cordon	5/11/40	871	330	ece.
		871 acres, more or less,	out of the Oliver	Jones League.	•		
	2027	Annie J. Engelking	Tulane Gordon	8/19/40	871	368	274
-		871 agree, more or less,	out of the Oliver	Jones League.	•	- 4	
	8126	C. C. Paxton et al	Harrison Oil Co. & J. S. Abergraphie Co.	10/30/48	90		
		Lots 7 & 8, Block 9, Thir		. Euchols Leagus	•		
1	8140	Ruthie Banks et al	Clayton Auith	1/5/39	37.9	318 -	<b>**</b>
		37.9 acres of land out of	the Inla Keep Lee	rgue •			
	9140	Ruthle Hanks et al	Harrison Oll Co. & J. S. Abergrombie Co.	4/19/41	37.9	345	343
		37.9 scres of land out of		ren.			7
١	Page 15						
ļ	011 and (	das Leases in Brazopia Com	nty, Texas			Read	
l	P110	Lessor	Lessee	Date	Acres	Vol.	78.
١	2175	S. L. Rugeley et al	Geo. W. Shively	10-3-40	2,89	343	627
-		Out of the Burrell and Am	drew Webb 28.90 a	ores in the Inla	Keep Leaf	gue	
1	2175	Beatrice Rugeley	Geo. W. Shively	8-91-41	2,89	343	635
Ì		St. Mary et al Out of the Burrell and Am	drew Webb 28,90 a	eres in the Imia	Ecop Long	gue	
1	2177	Cora C. Waters et al	Jas. W. Reynolds	3-7-30	173.80	302	596
}		Out of the Imle Keep Long	716				٠.
Į	2185	J. R. Smith	Harrison Oil	11-15-41	10.00	358	579
ł		Dut of the W. D. Wilson 4	Co., et al 7.90 acres in the	Inla Keep Longu	•		
İ	1066	R. D. MacDonald	Harrison Cil	6-2-39	375.00	318	333
İ		Out of the Bast corner of	Co., et al the Battle, Borr	y and Williams L	06.gue		:4
)	1066	R. D. MacDonald	Harrison Oil	10-3-40	375.00	342	19
!		Same description as above	Co., et al				
	1464	P. J. Recyes, et ux	Harrison 011	7-28-42	78.30	361	4.57
		Out of the Battle, Serry	Co., et al and Williams Leagu	ųė.		•	
	1464	P. J. Reeves et ux	Harrison Oil	12-24-41	76.30	558	16
1		Same description as above	Co., et al				
	1469	J. A. Wooley et ux	Harrison Oil	5-13-40	50.00	345	308
į		Out of the Battle, Berry	Co., et al	<b></b>			
	1940	Bernice R. Wooley	Harrison Oil	7-30-40	240,23	330	584
		Quardian Out of the Battle, Berry	Co., et al and Williams League				
i	521	Zoe Blunt MacDonald	Harrison Oil	6-2-39	500.00	318	359
	<del>-</del>	et Vir Out of the West end of th	Co., et al				
		ville and Mexico Ry.		· -/		20-14, 5	10000
٠	<b>6</b> 21	Zoe Blunt MacDonald,	Harrison Cil	10-3-40	500.00	342	14
		et vir Same description as above	Co., et al	20-0-10	•••••	<b>946</b>	17
	1495	Clemmie Jordan et al	Harrison Oil Co., et al	11-29-36	25.00	312	246
		Out of the S. P. Austin 7	-1/3 League Grant				
	1496	Annie Cooper Fisher	Harrison 311 Co.	11-25-38	50.00	312	818
		Out of the S. P. Austin 7	-1/3 League Grant				
	1495	Maggie Cooper	J. M. Copeland	1-15-38	60.00	300	299
		Out of the S. F. Austin 7	-1/3 League Grant				
	1700	Edna B. Matthews	Herrison Oil	6-22-39	10.00	320	85
	ĺ	Undivided 1/2 interest in	Go., et al La la la la la la la la la la la la la la	SWI Hooper & Da	de Sectio	n 8, Abst	t. 480 É
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T	•	FRE L	AND, BRAZONIA COU	HTT, TEXAS		Recor	
ŀ	Pile No.	Gran tor	Grantee	Date	Acres	Tol.	Page
ŀ	500	F. K. Stevens	Barrison 011 Co. et al	7/10/30	5	226	397
		Tract 170, Div. 15, Brason	Coast Investmen	t Co. 8/D, 8. F.	Austin 5	League 0	rent,
1		Abet. 19.		- 4 4	_		
ľ	501	F. K. Stevens	Harrison Oil Co. et al	7/10/30	5	986	399
		Tract 264, Div. 15, Breson	i Corst Inabetmen	t GO. 8/D, 8. F.	ADSTIN 5	Tection (	prent,
١,	502	Abet. 19. P. K. Stevens	Harrison 011	7/10/50	5	226	401
ľ	,,,,,	Tract 508, Div. 15, Brazo	Co. et al		n 5 League	Grant,	Abst. 19.
١,	503	P. K. Stevens	Harrison Oil	7/10/30	8	336	403
		Tract 97, Div. 15, Brazos	Co. et al Comst Inv. Co. S	/D, S. F. Austin	& League	Grant,	bet. 19.
ļ	904	P. L. Stevens	Harrison Cil Co. et al	10/30/30	5	226	405
		Treet 15, Div. 15, Brasos		D, 3. F. Austin	5 League	Grant, A	bet. 19.
ŀ	505	P. K. Stevens	Harrison Oil Co. et al	10/30/30	5	286	406
	_	Tract 362, Div. 15, Brason	Coast Inv. Co.		_		
ŀ	506	F. E. Stevens	Earrison Oil Co. Et al	10/30/30	Б	226	408
١.		Tract 356, Div. 15, Brazon			_	Grent, 226	410
ľ	507	P. K. Stevens Tract 236, Div. 15, Brazo	Barrison 011 Co. et al	12/18/30   2/0. S. P. Austi	5 n 5 L <b>aa</b> gu		
٠,	<b>5</b> 08	P. K. Stevens	Harrison Oil	12/18/30	5	226	412
ľ		Trect 351, Div. 15, Brazo	Co. et al	_		orent,	Abet. 19
1	<b>4</b> 1	Jas. R. Whitehead et al	Harrison Oil Co. & J. S.	5/31/32	80	233	395
		Parm Lots or Tracts # 6, '	Abercrombie Co. 7, 8 & 9, Block 6	, C. L. Plerce S	D of the	D. Ship	man and
╬		T. N. Charles League, Abar	t. 128.				· · · · · · · · · · · · · · · · · · ·
ŀ	569	John W. Aycock et al	Harrison Oil Co & J. S. Abergroubie Co.	2/6/35	10	260	37
1		Lot 43, Block G, Arch Mael		Imla Keep Leagu	٥.	•	
;	1364	Ashley P. Wilson et al	Harrison Oil Co. & J. S. Abercrombie Co.	9/13/40	10	340	59
1		10 ecres out of south cor	ner of Wilson 500		nick Lesg	<b>130</b>	1
1	1388	Wm. Herman Bauer	Harrison Oil Co. & J. S. Abercrombie Co.	5/19/36	20	277	408
		20 scres out of Section 1		urvey, Abst. 546	•		į
1	Page 2	in Buseaude Causes Bassa	•				į
1	Mile	in Brazoria County, Texas Grantor	Grantee	Date	Acres	Recorded Bk. &	
1	1461	Martha H. Grovey	Harrison Oil	4-9-37	40.00	286	560
		40 acres of land known as	Co. et al the Lola Buek 40	acres, out of t			
	1461	Orrin H. Bonney	Harrison 011	4-10-37	40.00	289	261
		Same description as above	Co. et al				
1	L476	Bernard River Land Development Co. Parts of Lots 20, 21, 23,	Harrison Cil Co. et al 24, 29 & 50 of t	4-15-42	185.20	360 /2 of th	164
		Breen League	,		3-L	- or eus	, varrage
J,	L <b>4</b> 76	Bernard River Land	Harrison Oil	7-8-39	50.87	318	610
		Development Co. Parts of Lots 21 & 23 of	Co. et el the Subdivision o	f the 3W-1/2 of	the Chas.	Broon Le	egue
1	478	Bernard River Land Development Co. Beats of Lots 22 t 23 of	Harrison Oil Co. et al	10-19-57	76.11	297	217
Ž,	13.00	Parts of Lots 22 h 25 of	FOR SIDDIVISION O	I TAM NW PART OF	the Charl	ies Breez	reside

1884	D. J. Harrison et al	Enrison Oll	5-20-36	1946+00	278	
	1946 acres of land out of	t the Polly & Cha	nee featue			
1554	Atlatl Royalty Corp	Harrison 011 Co. et al	11-1-37	1946.00	296	368
	Same description as above	•	_			
1898	Md. C. Smith et al	Chas. R. Poz	9-1-49	10.00	. 363	152
	Part of Lot 34 of the Bul		·		•	
1898	Chas. R. Fox	Harrison Oil Co. et al	9-1-43	10.00		
	Same description as above	•				
8100	T. C. Sweensy et ux	Harrison Oil Co. et al	7-31-40	99.36	334	216
1	99.36 agree out of the Po					
}	oribed in Deed dated July			011 00., 41	al, to D	eremen.
	Plant Corp., recorded in	<u> </u>				
2136	Geo. W. Shively	Harrison Oil Co. et al	8-31-40	50	338	534
	30 acres in the north to:	rner of the J. Mi	ma League on th	e west side	of the 5	בת
1	Bernard River			A		
2166	G. W. Shively	Harrison Oil Co. et al	2-20-41	2.1675	343	411
}	2.1675 acres out of the F			· .		
2183	Eric Eneval Edling	Harrison Oil Co. et al	1-23-42	39.00	3,55	310
ļ	Being the NW-1/2 of a 78		of Blocks 9 &	10 of the St	p <b>ielylei</b> o	n of
	the MS-1/2 of the Charles					
2186	Chas, R. Fox	Harrison 011 Co. et al	4-23-42	273.10	360	267
	275.1 seres of land out o			perser know	rn ma the	31 146
	Patterson Tract, less the					_
	(a) 3.44 acres described				•	
	Oil Co., et al, as grants	ors, to Defense P	lant Corp., gra	ntee, record	led in Bo	ox
ì	Page _					
	(b) 9.76 acres described		-	•	•	
LO., 45	al, as grantors, to Defens					_
1	(a) 55.1 acres described			_		_
2188	et al, as granters, to De Bernard River Land	Rerrison Oil	5-1-42			
1	Development Co. et al	Co. at al	· -	5).00	360	230
į.	Lots 4, 9, 10 & 15 and per Lots 25-29, inclusive, as					
į	Lots 25-29, inclusive, ar Tracts S/D of the Imla Ke				atroeligel)	retall
Page 3	THE PERSON OF THE PERSON PERSON PERSON PERSON PERSON PERSON PERSON PERSON PERSON PERSON PERSON PERSON PERSON PERSON PERSON PERSON PERSON PERSON PERSON PERSON PERSON PERSON PERSON PERSON PERSON PERSON PERSON PERSON PERSON PERSON PERSON PERSON PERSON PERSON PERSON PERSON PERSON PERSON PERSON PERSON PERSON PERSON PERSON PERSON PERSON PERSON PERSON PERSON PERSON PERSON PERSON PERSON PERSON PERSON PERSON PERSON PERSON PERSON PERSON PERSON PERSON PERSON PERSON PERSON PERSON PERSON PERSON PERSON PERSON PERSON PERSON PERSON PERSON PERSON PERSON PERSON PERSON PERSON PERSON PERSON PERSON PERSON PERSON PERSON PERSON PERSON PERSON PERSON PERSON PERSON PERSON PERSON PERSON PERSON PERSON PERSON PERSON PERSON PERSON PERSON PERSON PERSON PERSON PERSON PERSON PERSON PERSON PERSON PERSON PERSON PERSON PERSON PERSON PERSON PERSON PERSON PERSON PERSON PERSON PERSON PERSON PERSON PERSON PERSON PERSON PERSON PERSON PERSON PERSON PERSON PERSON PERSON PERSON PERSON PERSON PERSON PERSON PERSON PERSON PERSON PERSON PERSON PERSON PERSON PERSON PERSON PERSON PERSON PERSON PERSON PERSON PERSON PERSON PERSON PERSON PERSON PERSON PERSON PERSON PERSON PERSON PERSON PERSON PERSON PERSON PERSON PERSON PERSON PERSON PERSON PERSON PERSON PERSON PERSON PERSON PERSON PERSON PERSON PERSON PERSON PERSON PERSON PERSON PERSON PERSON PERSON PERSON PERSON PERSON PERSON PERSON PERSON PERSON PERSON PERSON PERSON PERSON PERSON PERSON PERSON PERSON PERSON PERSON PERSON PERSON PERSON PERSON PERSON PERSON PERSON PERSON PERSON PERSON PERSON PERSON PERSON PERSON PERSON PERSON PERSON PERSON PERSON PERSON PERSON PERSON PERSON PERSON PERSON PERSON PERSON PERSON PERSON PERSON PERSON PERSON PERSON PERSON PERSON PERSON PERSON PERSON PERSON PERSON PERSON PERSON PERSON PERSON PERSON PERSON PERSON PERSON PERSON PERSON PERSON PERSON PERSON PERSON PERSON PERSON PERSON PERSON PERSON PERSON PERSON PERSON PERSON PERSON PERSON PERSON PERSON PERSON PERSON PERSON PERSON PERSON PERSON PERSON PERSON PERSON PERSON PERSON PERSON PERSON PERSON PERSON PERSON PERSON PERSON PERSON PERSO	No Res (7038	scras Gasc	-1V <b>0</b> d		
i T	in Bresorie County, Texas					
File	Grantor	Crantee	Date	Aorea	Reco Bk.	rded
2183 (Co			22.00	Water	DE.	Pg.
	in Deed dated July 7, 194	12, to Herrison O	il Co., et el,	grantors, to	Do funae	Plant
	Corp., grantee, recorded	in Book, Page	_)			
2190	Eather B. Reynolds et vir	Harrison Oil Co. et al	10-30-42	17.453	362	584
ļ	17,455 acres out of the		end of the Bat	her B. Reyno	1da 120	acre
İ	tract in the Polly & Char	nce League				
2190	Bather B. Reynolds et vir	Harrison Oll Co. et al	10-30-42	29.50	362	586
	29.60 screa out of the Es	ther B. Reynolds	120 acre tract	in the Poll	y & Chan	ee Leagu
2190	Eather E. Reynolds et vir	Harrison Oil Co. et al	8-7-42	17,924	363	53
	ww raa	OAT BE ET				
j	17.453 seres cut of the s	ment or southwest	end of the Est	ber E. Reyno	ld= 120	1670
j 	17.453 scree cut of the street and 0.471 scree out					

...

í	2145	G. F. Steger	O. W. Shively	8-84-59	80.00	340	271
		Lots 19 & 80 of the Pre	nois Suith 5/D in	the upper at	ddle 1/4 of t	be Inle :	(00p
1		League					i
1	2145	G. W. Shively	Harrison Gil	11-4-40	80.00		}
I		Seum description as abov	Co., et al				ļ
	804	D. J. Harrison	Harrison Oil Co. et al	12-6-37	10.00		
		Lot 7, Allison-Richey Su		ion 19, 2763	RR Survey, Ab	et. 945	
ł	723, 731	1					į
	830 £ 71	O O. Etheridge	F. K. Stevens,	8-8-42	80.00		
		Tract 193, 5 acres; Trac		ivision 15, 1	Prasos Const S	ubdy. of	S. F.
?		Austin & League Grant.	Tract 9, 5 acres,	Division 2,	Brazos Coest	Deve lope	ent Co.
1		Subdy. of F. J. Calvit I	eague; 20 acres,	B. P. Myrick	Lengue, Abst.	102; Lo	t 7.
١		Block 4, 20 acres, Lots	20 and 21, Subdiv	ision of Sect	ion 5, Rooper	& Wade	1
Į	724	F. K. Stevens	Harrison Oil Co. et al	8-24-35	14.00	-	
1		Undivided 14/18 interest		of the B. P.	Hyrick. Survey	, Abst.	102
1	735	F. K. Stevens	Harrison 011 Co. et al	1-1-40	23.25	327	10
١		Lot 30, Hooper & Wede Se					
1	756	J. W. Stone	Harrison Oil Co. et al	1-6-39	10.00		[
ı		5 acres, Tract 116, Subd		acres, Tract	120, Subdivis	10n 9, b	oth
1		out of the Brasos Coest	Subdivision of th	e P. J. Calvi	t Survey		į
ł	803	Agnes B. Dewitt et al	Harrison Cil Co. et al	11-7-39	2.50	352	221
l		Undivided 1/2 interest 1		, D. W. Cole	Subdivision.		- {
ł		MINERAL	<b>PRE INTERESTS, BR</b>	AZORIA COUNTY	, TEXAS	Rec	orded
1	Pile No.	Grantor	Grantes	De te	Acres	Vol.	Page
١	433	J. S. Aberorombie	Marrison Cil Co. et al	6/12/34	425	287	90
ı		1/4 of all minerals in a		2 of 850 acre	s out of J. W	. Hall S	urvey
ļ		#11.					}
ĺ	453	D. J. Harrison	Harrison Oil Co. et al	4/8/33	425	254	258
ı		1/4 of all minerals in a	nd under the W 1/	2 of 850 acre	s out of J. W	. Hall S	TLAGL
l		#11.					1
l	627	J. L. Poutra	Harrison Oil Co. et al	3/10/37	40	285	459
		1/2 of all minerals in a	nd to 40 acres kn	own as Lole F	luck 40 acres	out of t	m Polly
Ì		& Chance League.					
ł	1470	Wash. Chapel Colored Meth. Church of Sweeny	Harrison 011 Co. et al	8/14/37	1	294	150
ł		All of the minerals in 1	more of land out	of the C. Br	een League.		- (
ľ	1473	Was Campbell	Harrison 011 Co. et al	8/5/37	\$50	294	30
l		1/4 of all minerals in a		s of land out	of the Polly	& Chance	Longue
l		and the Charles Breen Le	≜guo,				1
ļ	1474	Wm. Chenault at ux	Rerrison Oil Co. et al	8/5 <b>/3</b> 7	101	294	51
l		1/4 of all minerals in a	nd under the Wm. (	Chenault 101	sors tract in	the Chai	rles
ļ		Breen League,		_ *- *			- 1
١	1697	J. L. Poutra	Rarrison Oil Co. et al	6/2/39	3.55	218	350
۱		All the minerals in and	under 3.55 acres	out of Grimes	& Berthelsen	tract in	Ches.
İ		Breen League.					l
	1465	Pred_ A. Pleming	Sarrison 011 Co. et al	6/23/37	120	288	638
		1/18 of all minerals in	and under the Loui	ls Augspurger	120 acre trac	ot in the	Chas.
Į	4	Breen League.					-

A. F. Pardy	Extrican Oil	5/28/99	78	<b>314</b>	
1/8 of all the minerals	in and under 78 a	cres in the J.	M. MeClosbe	y Location is	
Chas, Grovey, Jr.	Marrison 011	1/19/39	25	319	<b>805</b>
Lots 3 & 4, Larkin Maddy	3/D, Polly & Che	noe League.			4
Mary Lemon Derrow	Marrison 011	5/20/34	767-1/8	270	<b>208</b> 2
		t to two asspa	he H. Austin	13 Labor	r Grant
Survey \$1, Abst. \$10.					
J. P. Selles	Harrison Oil	11/4/37	25	297	336
1/2 of all minerals in sa	Co. et al nd under 25 eeres	out of Block	25, 5alles &	/D, Polly	k 🧐
Chance League.					d: 1
A. L. Burt et ux	Herrison Oil	8/16/38	10	307	386
All of the minerals in a	Co. et al ni under 10 acres	out of Lot M	of the subd	ivision o	l she
SW 1/2 of the Chas. Bree	n League.				
•	•	ge 2.			
Orantor	Grantes	Da to	Acres	Tol.	rded Page
A. R. Rucks		6/27/41	4/37.9	361	80
4/37.9 acre mineral inter		ng Banks 57.9	acre tract 1	n the Imb	Keep.
League.					
P. J. Reaves et ux		12/24/41	76.3	<b>558</b>	14
1/4 of all minerals in sa		eves 76.3 acre	s in eastern	portion	of
Battle, Berry & Williams	League.		•		
Mary Jane Riley et al		10/25/32	58.35	236	512
1/2 of all minerals in a		res out of the	Filey Marti	n League.	
Harrison Oil Co., et al	Corp.		50.00		
All minerals reserved in	above deed cover	ing 50 acres o	out of the Po	lly & Cha	nas
League	Badaces #2 4	<b>A B B C C</b>	<b>.</b>		
Harrison Oil Co., et al	Corp.				<b></b>
_	EVON COOC COVE	ing 5.44 mores	out of the	rolly & C	nance
League					
	Harrison 011 Co. et al	12-30-42	50.00		
		, 3, 4, 5, 8 6,	, Block S, Th	ird Subdi	Vision.
of the E. B. Nuchols Lea	•				
Harrison Oil Co. et al	Dofense Plant Corp.	9-9-42	9.76		
Kineral Interest reserve	d in above deed i	л 9.76 астев с	out of the Po	lly & Cha	7.C <b>0</b>
League					
Rarrison Oll.	Defense Plant Corp.	7-7-42	55.10		
		n 55.10 acres	out of the P	olly & Ch	*****************
League					
Harrison Oil Co.	Defense Plant Corp.	7-7-42	4.34		
	d in above deed i	n 4.34 morem,	part of Lots	33, 34,	35, 36,
37, 38, 39, 40 and 41, B	lock F, Suburban	Garden Farm Tr	racts		
dist Eniscopel Church	Co. et el	11-1-40	1.00	340	270
					=
School District	Co. et al	r-24-40	1.00	335	470
Krs. Minnie Schurtz	Harrison Oil	11-5-59	9.183		
et al Undivided 1/2 mineral in	Co. et al	_		n Sentian	17.
HTAB HA Co.	, <u>-</u> <i>4</i> -		.,	404TAU	146 146
	Chas. Grovey, Fr. et al Lots S & 4. Larkin Maddy Mary Lemon Darrow et vir All of the minerals in an Survey Fl. Abst. \$10.  J. F. Sallee 1/2 of all minerals in an Chance League.  A. L. Burt et ux All of the minerals in an SM 1/2 of the Chas. Breen Fee Interests, Brasoria Go Orantor  A. R. Rucks 4/37.9 acre mineral inter League.  P. J. Reeves et ux 1/4 of all minerals in an Harrison Gil Go., et al All minerals reserved in League Harrison Oil Go., et al All minerals reserved in League John Mecom Undivided 1/4 mineral in of the E. B. Nuchols Lean Harrison Oil Go. et al Kineral interest reserve League Harrison Oil Go. et al Kineral interest reserve League Harrison Oil Go. et al Kineral interest reserve League Harrison Oil Go. et al Kineral interest reserve S7, 38, 39, 40 and 41, B Bethlehem African Ketho- dist Episcopal Church l acre in the NW corner Sweeney Independent School District l acre out of the Charle Kra. Kinnie Schurtz et al Undivided 1/2 mineral in	Co. et al.  Che. Grovey, Fr.  Che. Grovey, Fr.  Che. Grovey, Fr.  Che. Grovey, Fr.  Che. Grovey, Fr.  Che. Grovey, Fr.  Che. Grovey, Fr.  Che. Grovey, Fr.  Che. Grovey, Fr.  Che. Grovey, Fr.  Che. Grove, Fr.  Che. Grovey, Fr.  Che. Grove, Grove, Grove, Grove, Grove, Grove, Grove, Grove, Grove, Grove, Grove, Grove, Grove, Grove, Grove, Grove, Grove, Grove, Grove, Grove, Grove, Grove, Grove, Grove, Grove, Grove, Grove, Grove, Grove, Grove, Grove, Grove, Grove, Grove, Grove, Grove, Grove, Grove, Grove, Grove, Grove, Grove, Grove, Grove, Grove, Grove, Grove, Grove, Grove, Grove, Grove, Grove, Grove, Grove, Grove, Grove, Grove, Grove, Grove, Grove, Grove, Grove, Grove, Grove, Grove, Grove, Grove, Grove, Grove, Grove, Grove, Grove, Grove, Grove, Grove, Grove, Grove, Grove, Grove, Grove, Grove, Grove, Grove, Grove, Grove, Grove, Grove, Grove, Grove, Grove, Grove, Grove, Grove, Grove, Grove, Grove, Grove, Grove, Grove, Grove, Grove, Grove, Grove, Grove, Grove, Grove, Grove, Grove, Grove, Grove, Grove, Grove, Grove, Grove, Grove, Grove, Grove, Grove, Grove, Grove, Grove, Grove, Grove, Grove, Grove, Grove, Grove, Grove, Grove, Grove, Grove, Grove, Grove, Grove, Grove, Grove, Grove, Grove, Grove, Grove, Grove, Grove, Grove, Grove, Grove, Grove, Grove, Grove, Grove, Grove, Grove, Grove, Grove, Grove, Grove, Grove, Grove, Grove, Grove, Grove, Grove, Grove, Grove, Grove, Grove, Grove, Grove, Grove, Grove, Grove, Grove, Grove, Grove, Grove, Grove, Grove, Grove, Grove, Grove, Grove, Grove, Grove, Grove, Grove, Grove, Grove, Grove, Grove, Grove, Grove, Grove, Grove, Grove, Grove, Grove, Grove, Grove, Grove, Grove, Grove, Grove, Grove, Grove, Grove, Grove, Grove, Grove, Grove, Grove, Grove, Grove, Grove, Grove, Grove, Grove, Grove, Grove, Grove, Grove, Grove, Grove, Grove, Grove, Grove, Grove, Grove, Grove, Grove, Grove, Grove, Grove, Grove, Grove, Grove, Grove, Grove, Grove, Grove, Grove, Grove, Grove, Grove, Grove, Grove, Grove, Grove, Grove, Grove, Grove, Grove, Grove, Grove, Grove, Grove, Grove, Grove, Grove, Grove, Grove, G	Co. et al the minerale in and under 75 cards in the J. Chac. Grovey, Jr. Barrison Oil 1/18/30 et al Loss S & 4, Larkin Maddy SD, Polly & Chance League.  Mary Lemon Darrew Barrison Oil 5/26/36 et vir Go. et al All of the minerals in and under 767-1/8 acres out of Survey \$1, Abet. \$10.  J. F. Sallee Barrison Oil 1/4/37 Go. et al 1/8 of all minerals in and under 25 cares out of Block Chance League.  A. L. Burt et ux Barrison Oil 8/16/38 Go. et al All of the minerals in and under 25 cares out of Let Minerals in such under 10 cares out of Let Minerals. Breen League.  Pos Interests, Brancria Gounty, Texas - Page 2.  Orantor Grantee Date  A. R. Rucks Barrison Oil 6/27/41 Co. et al 4/57.9 acre mineral interest in and to King Banks 37.9 League.  P. J. Reeves et ux Barrison Oil 12/24/41 Co. et al 1/4 of all minerals in such under P. J. Reeves 76.3 acre Battle, Serry & Williams League.  Mary Jane Riley et al Barrison Oil 10/26/32 Co. et al 1/2 of all minerals in and under P. J. Reeves 76.3 acre Sattle, Serry & Williams League.  Marrison Oil Defense Flant 7-7-42 Co., et al Corp.  All minerals reserved in above deed covering 50 acres of 1 cares 1 cares 1 cares 1 cares 1 cares 1 cares 1 cares 1 cares 1 cares 1 cares 1 cares 1 cares 1 cares 1 cares 1 cares 1 cares 1 cares 1 cares 1 cares 1 cares 1 cares 1 cares 1 cares 1 cares 1 cares 1 cares 1 cares 1 cares 1 cares 1 cares 1 cares 1 cares 1 cares 1 cares 1 cares 1 cares 1 cares 1 cares 1 cares 1 cares 1 cares 1 cares 1 cares 2 cares 1 cares 1 cares 1 cares 1 cares 1 cares 1 cares 1 cares 1 cares 1 cares 1 cares 1 cares 1 cares 1 cares 1 cares 1 cares 2 cares 1 cares 1 cares 1 cares 1 cares 1 cares 1 cares 1 cares 1 cares 1 cares 1 cares 1 cares 1 cares 1 cares 1 cares 1 cares 1 cares 1 cares 1 cares 1 cares 1 cares 1 cares 1 cares 1 cares 1 cares 1 cares 1 cares 1 cares 1 cares 1 cares 1 cares 1 cares 1 cares 1 cares 1 cares 1 cares 1 cares 1 cares 1 cares 1 cares 1 cares 1 cares 1 cares 1 cares 1 cares 1 cares 1 cares 1 cares 1 cares 1 cares 1 cares 1 cares 1 cares 1 cares	Constitute minerale in and maker 75 cares in the J. N. NeGleeber Constitute of the minerale in and maker 75 cares in the J. N. NeGleeber Constitute of the minerale in and maker 76 cares out of the M. Austin Negleeber Constitute of the minerale in and under 767-1/8 cares out of the M. Austin Neurrey fl. Abst. \$10.  J. P. Salles Rarrison Oll 1/4/37 25  1/8 of all minerals in and under 86 cares out of Block 25, Salles & Go. et al 1/2/37 25  All of the minerals in and under 80 cares out of Block 25, Salles & Go. et al 2/3/38 10  All of the minerals in and under 10 cares out of Lot 29 of the subd Mily of the Gune. Press League.  Per Interests, Brasoria County, Texas - Page 8.  Orantor Grantee Date Acres  A. R. Sucks Rarrison Oll 6/27/41 4/37.9  A. R. Sucks Rarrison Oll 5/27/41 4/37.9  A. R. Sucks Rarrison Oll 5/27/41 4/37.9  A. R. Sucks Rarrison Oll 1/2/4/41 76.3  1/4 of all minerals in and under P. J. Serves 76.3 acres in castern Dattle, Serry & Williams League.  Mary Jane Stley et al Barrison Oll 10/28/32 58.33  1/2 of all minerals in and under P. J. Serves 76.3 acres in castern Dattle, Serry & Williams League  Mary Jane Stley et al Barrison Oll 10/28/32 58.33  1/2 of all minerals in and under 96.33 acres out of the Wiley Marti Marrison Oll Con. et al 100.7  All minerals reserved in above deed covering 50 acres out of the Foundation of the Congress of the Congress out of the Polecus Plant 7-7-42 50.00  Undivided 1/4 mineral interest in Lots 2, 3, 4, 5, 8 6, Block 3, The Of the K. B. Nuchols League  Harrison Oll Congress Plant 7-7-42 50.00  Undivided 1/4 mineral interest in Lots 2, 3, 4, 5, 8 6, Block 3, The Of the K. B. Nuchols League  Harrison Oll Congress Plant 7-7-42 50.00  League  Harrison Oll Congress Plant 7-7-42 50.00  League  Harrison Oll Congress Plant 7-7-42 50.00  League  Harrison Oll Congress Plant 7-7-42 50.00  League  Harrison Oll Congress Plant 7-7-42 50.00  League  Harrison Oll Congress Plant 7-7-42 50.00  League  Harrison Oll Congress Plant 7-7-42 50.00  League  Harrison Oll Congress Plant 7-7-42	Co. et al.  1/8 of all the mineral in and under 75 ceres in the J. H. McCleshey Lesignaria of the characteristy, Jr.  20. et al.  Lets 3 & 4. Larkin Meddy M.D. Polly & Tunnes Leegue.  Marrison Oll \$/85/86 787-1/8 876  Marrison Oll \$/85/86 787-1/8 876  Marrison Oll \$/85/86 787-1/8 876  Marrison Oll \$/85/86 787-1/8 876  Marrison Oll \$/85/86 787-1/8 876  Marrison Oll \$/85/86 787-1/8 876  Marrison Oll \$/85/86 787-1/8 876  Marrison Oll \$/86/36 10 307  A. L. Burt et ux Harrison Oll \$/16/37 25 897  All of the minerals in and under 85 ceres out of Block 25, Salies 8/0, Polly Channes Leegue.  A. L. Burt et ux Harrison Oll \$/16/38 10 307  All of the minerals in and under 10 ceres out of Lot 89 of the subdivision of Marrison Oll \$/36/36 10 307  All of the Marrison Gounty, Texas - Page 2.  Granter Date Acres 701.  A. R. Hacks Harrison Oll \$/37/41 4/37.9 361  Co. et al.  4/37.0 acre mineral interest in and to King Hanks 37.0 acre tract in the Individual Acres 10 ceres 11  Marrison Oll Co. et al.  1/4 of all minerals in and under P. J. Reeves 76.3 acres in eastern portion 12  Marrison Oll Co. et al.  1/2 of all minerals in and under P. J. Reeves 76.3 acres in eastern portion 12  Marrison Oll Co. et al.  Marrison Oll Defense Plant 7-7-42 50.00  Co., et al.  Marrison Oll Defense Plant 7-7-42 50.00  Co., et al.  Marrison Oll Defense Plant 0-20-42 3.44  Co. et al.  Mineral interest reserved in above deed covering 50 acres out of the Polly & Challescue  Marrison Oll Defense Plant 0-20-42 3.44  Co. et al.  Mineral interest reserved in above deed in 5.76 acres out of the Polly & Challescue  Marrison Oll Defense Plant 7-7-42 50.00  Co. et al.  Mineral interest reserved in above deed in 5.76 acres out of the Polly & Challescue  Marrison Oll Defense Plant 7-7-42 50.10  Co. et al.  Mineral interest reserved in above deed in 5.76 acres out of the Polly & Challescue  Marrison Oll Co. Defense Plant 7-7-42 65.10  Co. et al.  Marrison Oll Co. Defense Plant 7-7-42 65.10  Co. et al.  Marrison Oll Co. Defense Pl

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W. A. McCown
          Herrison Oil
         Out of Section 7, Hooper & Wade, Abst. 450
                                                                      10.00
                                    Qea, Mares
                                                     7-14-42
         All mineral interest in 10 acres, Lot 37, Chatfields Subdv. of the F. Hoore League
                                    Frank Stevens
341
         T. L. Smith. Jr.
         et al
Und. 1 acre interest in 19.67 acres of the Geo. Tennille League & Martin Verner
Mineral Fee Interests, Brazoria County, Texas - Page 5
                                                                                 Resorded
Vol. Pg.
File
                                    Grantes
                                                     De te
                                                                      Agres
         Grentor
         J. W. Stone
688
                                    Harrison Oil
                                                     1-10-39
                                                                      10.00
                                                                                 312
                                                                                        54.5
         Undivided 1/8 mineral interest in 5 acres, Tract 158, Subdivision 9; & 5 acres,
         Truct 98, Subdivision 10, Brazos Coast Subdivision of the P. J. Calvit League
708
         Harrison Oil Co. et al
                                   T. J. Maguire
                                                     8-31-39
         All mineral interest in 5 seres, Tract 189, Division 15, Brazos Goast Inv. Co. Sub-
         division of the S. F. Austin 5 Leagues, Abst. 19
710
                                   Harry S. Wetsel 8-14-42
                                                                      5.00
         Harrison Oil Co. et al
         411 mineral interest in Tract 193, Division 15, Brazos Coast Inv. Co.'s Subdivision
         of the S. F. Austin & Leagues
711
         Harrison Oil Co. et al
                                   W. Y. Bostein
                                                                      5.00
                                                     11-4-37
         All minerals in 5 acres, Tract 369, Division 13, Brazos Coast Inv. Co.'s Subdivision
         of the A. Calvit League, Abst. 49
715
         W. C. Berrett, Jr.
                                    Herrison 011
                                                     3-24-38
                                                                      10.00
         Undivided 1/2 mineral interest in 10 acres, Lot 33, Emigration Land Co. Subdv.
         Section 67, HT&B RR Co. Survey
736
         Harrison Oil Co. et al
                                  R. L. Keador
                                                     12-22-41
                                                                      10.00
         All mineral interest in 10 mores, Lots 28 and 30, Block 8, Wild Feach Subdy, part
         of the S. F. Austin League
745
         J. W. Stone
                                    Harrison Oil
                                                     5-22-36
                                                                      10.50
         Co. et al
1/2 mineral interest in 10.5 acres, Lot 5, Block 26, Allison-Richey Gulf Coast Subdy.
         Section 4. TC RR Co. Survey
746
         J. W. Stone
                                    Marrison Oil
                                                     5-22-38
                                                                      9.60
         Co. et al 1/2 mineral interest in 9.80 acres, Lot 3, Block 23, Allison-Richey Gulf Coast Rome
         Subdy., Section 4, TC RR Co. Survey
75)
         Harrison Oil Co. et al
                                   F. S. Cooley
         Part of Lots 7 & 8, Division S, Brazos Coast Inv. Co.'s Subdivision of the A. Mitchell
         League
766
         Harrison Oil Co. et al
                                   H. D. Heatings
                                                     2-26-40
                                                                      5.00
         5 acres, Lot 191, Division 15, Brazos Coast Inv. Co.'s Subdv. of the S. F. Austin
         League
         Mrs. Mina Matthews
                                    Harrison 011
                                                     5-22-38
                                                                      10.00
         Lot 18, SW Booper and Wade Section 8
         Harrison Oil Co. et al
                                    J. W. Featheroff 8-5-40
                                                                      5.00
         Lot 36, Division 15, Brases Coast Inv. Co.'s Subdivision
                            BOYALTY INTERESTS, BRAZORIA GOUNTY, TEXAS
                                                                                  Recorded
                                    Grantes
                                                     Date
                                                                      Acres
                                                                                 Vol.
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ATTIGON OIL

4/8/33

9.30 sores out of E. J. Jones Survey.

30

254

258

9-9-42

20.00

693	W. M. Gaston	Marrison Oil Co. et al	* <b>3/10/3</b> 8	100	
	1/16 royalty interest i	in and to 100 seres	of land out o	t the J. de T	. Valderna 🔭 📜
luur.	Survey.			et a service	
671	Roy Berry	Harrison Oil	5/4/35	184.5	961 178
	1/16 of royalty in and	Go. et al under Christian 18	M.5 sero treet	in Was Parket	r Longue
1167	J. L. Poutre	Marrison Oil Co. et al	11/4/34	60	284 483
1	1/8 of all the royalty	in and under the	Mellie Smith 50	sores in the	Charles Breen
1	Longue.				
1187	R. D. MacDonald	Harrison Oil Co. et al	11/19/37	50	297 196
	1/198 royalty interest	in and under Helli	e Sed th 80 nor	e treet in th	· Charles Breen
	Leegus,				
1169	J. L. Poutre	Harrison Oil	12/12/34	949,65	877 67
ľ	1/64 royalty in and und	Co. et al ler the Charline B:	own Osburn 940	.65 acre trec	t in the Charles
	Breen League.				
1441	R. D. MacDoneld	Emrylson Oil	10/11/37	109.8	297 94
1	1/128 royalty in and un	Co. et al der the Ira E. Tr	yer 109.5 mare	e in the Char	les Breen League
56	C. M. Prost et al	Rycade 011 Co.	6/21/24	80	182 491
-	5/512 royalty interest	in and to 80 acres	out of the Fr	enk J. Rurts	158.5 core tree!
	in the H. N. Cleveland	Survey in Brasorie	and Ft. Bend	Gounty, Texas	i <b>.</b>
56	Rycade Oil Co.	Harrison Oil	11/1/30	<b>90</b>	•
	-	Co. & J. S. Abererombie Co	•		
	Same description as abo	OTO.			
	FEE LAND & MINERAL	RIGHTS, PRAZORIA	COUNTY, TEXAS		Recorded
Pile	Lessor	Lessee	Date	Acres	Bk. Pg.
1394	T. T. Stratton et al	Harrison Oil Co. et al	5-1-36		278 48
	1. 45 acres of land, i		7-A, out of Edu	mind Andrews S	urvey, Abst. No.
1	5.				
	2. 7.5 acres of land,	known as Lot No. 3	31-A, in the N.	. E. corner of	the Edmind
	Andrews Survey, Abs	st. No. 5.			
	3. 40 acres of land, 1				
	Company's Subdivisi	ion of 699.8 acres	of land in Ang	gler, Hall & B	radley League,
į	Abst. No. 6.				
	4. 5 seres of land, k	nown as Tract 19 1	n Division 1 of	f the Bresos C	Command Trive Co.'s
i l	Subdivision of the	Branch T. Archer	Survey, Abst.	Mo. 9,	
i	5. S mores of land kno	own as Tract 25 in	Division 1 of	the Brasos Co	met Inv. Cols
	Subdivision of the	Branch T. Archer	Survey, Abst. 1	io. 9.	
ļ	6. 10 acres of land kn	nown as Tracts 27 (	and 171 in Divi	sion 1 of the	Brasos Coast
1	Inv. Co's Subdivisi			• -	
-	7. 5 scres of land, be	ing Tract 31 in Di	lvision 1 of th	e Brasos Coas	t Inv. Co's
	Subdivision of the	Branch T. Archer S	lurvey, A <u>sb</u> t. )	io. 9.	•.
	8. 5 acres of land, kn	nown as Truct 39 is	Division 1 of	the Brasos C	oast Inv. Co's
	Subdivision of the	Branch T. Archer	Burvey, Abet. ?	lo. 9.	
1	9. S mores of land, kn	nown as Tract 64 1:	Division 1 of	the Brases C	onet Inv. Cots.
	Subdivision of the	Brench T. Archer	Burvey, Abat. :	io. B.	
	10. 5 scree of land, kr	nown as Tract 187	in Division 1 o	of the Brasos	Coast Inv. Core
	Subdivision of the	Branch T. Archer	Survey, Abet. :	10. <b>9</b> .	
	11, 5 acres of land, ke	nown as Tract 224	in Division 1 o	of the Bresos	Coast Inv. Cola
	Subdivision of the				(1) (2) (3) (4) (4) (4) (4) (4) (4) (4) (4) (4) (4
1					

12. 5 acres of land, known as Tract 3 in Division 15 of the Breshs Const Inv.

Subdivision of the S. P. Austin 5 Leagues, Abst. No. 19.

- 15. 5 acres of land, known as Tract 14 in Division 16 of the Brasos Coast Day . Cois Subdivision of the S. F. Austin 5 Leagues, Abst. No. 19.
- 14. 5 acres of land, known as Tract 31 in Division 15 of the Brasce Coast Inv. Co's Subdivision of the S. P. Austin 5 Leagues, Abst. No. 19.
- 15. 5 agree of land, known as Tract 37. In Division 15 of the Brazos Cosst Inv. Co's Subdivision of the S. P. Austin & Leagues Grant, Abst. No. 19.
- 16. 5 acres of land, known as Tract 56 in Division 15 of the Brasos Coast Inv. Co's Subdivision of the 3. P. Austin 5 Lagues Grant, Abst. 19.
- 17. S cores of land, known as Tract 57 in Division 15 of the Brazos Coast Inv. Cots Subdivision of the S. P. Austin 5 Leagues Grant, Abst. No. 19.
- 18. 5 seres of land, known as Tract 61 in Division 15 of the Brasos Coast Inv. Co's Subdivision of the S. P. Austin 5 Leagues Grant, Abst. No. 19.
- 19. S agree of land, known as Tract 62 in Division 15 of the Brazos Coast Inv. Co's Subdivision of the S. P. Aurtin 5 Leagues Grant, Abst. No. 19.
- 20, 10 sersa of land known as Tracts 67 and 126 in Division 15 of the Brasos Coast Inv. Co's Subd. of the S. P. Austin 5 Leagues Grant, Abst. No. 19.
- 21. 1/2 regalty interest in Tract 49, Division 15 of Brazos Coast Inv. Co's Subd. of the S. P. Austin 5 Leagues Grant, Abst. No. 19.
- 22. 5 acres of land known as Tract 72 in Division 15 of Brazos Coast Inv. Co's Subd.

- of S. F. Austin 5 Leagues Grant, Abst. No. 19.
  FEE LAND & MINERAL RIGHTS, BRAZORIA COUNTY, TEXAS, Page 2
  25. 5 acres of land, known as Tract 84 in Division 15 of Brazos Coast inv. Co's Subdivision of the S. F. Austin S Leagues Grant, Abstract No. 19.
  - 24. 5 acres of land, known as Tract 92 in Division 15 of Brazos Coast Inv. Co's Subdivision of the A. F. Austin 5 Leagues Grant, Abstract No. 19.
  - 25. 5 acres of land, known as Tract 114 in Division 15 of Brazos Coast Inv. Co's Subdivision of the S. F. Austin 5 Leagues Grant, Abstract No. 19.
  - 26. 5 acres of land, known as Tract 117 Division 15 of Brazos Coast Inv. Co's Subdivision of the B. F. Austin 5 Leagues Grant, Abst. No. 19.
  - 27. 5 acres of land, known as Tract 119 Division 15 of Brazos Coast Inv. Cols Subdivision of the S. P. Austin 5 Lesgues Grant, Abet. No. 19.
  - 28. 5 acres of land, known as Tract 130 in Division 15 of Brazos Coast Inv. Co's Subdivision of the S. F. Austin 5 Leagues Grant, Abst. No. 19.
  - 29. 5 acres of land, known as Tract 151, Division 15, of Brazos Coast Inv. Co's Subdivision of the S. F. Austin 5 Leagues Grant, Abstract No. 19.
  - 30. 5 sores of land, known as Tract 152, Division 15, of Brazos Coast Inv. Cois Subdivision of the S. P. Austin 5 Lagues Grant, Abstract No. 19.
  - \$1. 5 acres of land, known as Tract 154, Division 15, of Brazos Coast Inv. Co's hold. of the S. F. Austin 5 Leagues Grant, Abet. No. 19.
    - Figures of land, known as fract 159, Division 15, of Brazos Coast Inv. Core The . F. Austin 5 Leagues Grant, Abst. No. 19.
      - and lend, known as Tract 175, Division 15, of Brazos Coast Inv. Co's Remain 5 Longues Grant, Abst. No. 19.
        - as freet 181, Division 15, of Brazos Const Inv. Co's En P Longues Grant, Abst. No. 19.
          - eet 189, Division 15, of Brazos Coast Inv. Cols Lagues Grant, Abst. No. 19.
            - 391. Division 15, of Brazos Coast Inv. Co's

- 37, 10 sores of land, known as Tract 342 and Tract 188 of Division 15 of Brasos Coast Inv. Cots Subd. of the S. F. Austin & Lasgues Grand, Abst. No. 19.
- 38. 5 acres of land, known as Tract 225, Division 18, of Brazos Coast Inv. Cote Subd. of the S. F. Austin & Leagues Grant, Abet. No. 19.
- 59. 5 nores of land, known as Tract 208, Division 15, of Brases Coast Inv. Co's Subd. of the S. P. Austin 5 Leagues Grant, Abst. No. 19.
- 40. 5 acres of land, known as Tract 236, Division 15 of Brasos Coast Inv. 50's Subd. of the S. F. Austin 5 Longues Grant, Abet. No. 19.
- 41. 5 acres of land, known as Tract 245, Division 15 of Brazos Coast Inv. Cots Subdivision of the S. F. Austin 5 Langues Grant, Abstract No. 19.
- 42. 5 acres of land, known as Tract 248, Division 15, of Brasos Coast Inv. Cots Subd. of the S. F. Austin 5 Leagues Grant, Abst. No. 19.
- 43. 5 mores of land, known as Tract 273, Division 15 of Brance Coast Inv. Cois Subd. of the S. F. Austin 5 Leagues Grant, Abst. No. 19.
- 44. 5 acres of land, known as Tract 291, Division 15 of Brasos Coast Inv. Co's Subd. of the S. F. Austin 5 Leagues Grant, Abst. No. 19.
- 45, 5 acres of land, known as Tract SSQ, Division 15 of Brazos Coast Env. Cots Subd. of the S. P. Austin 5 Leaguez Grant, Abet. No. 19.

## FRE LAND & MINERAL RIGHTS, BRAZORIA COUNTY, TEXAS - Page 5

- 46. 5 acres of land, known as Tract 331, Division 15 of the Brazos Coast Inv. Cots Subd. of the S. F. Austin 5 Leagues Grant, Abst. 19.
- 47. 5 acres of land, known as Lot 25, Block 8, Wild Feach Subd. of S. F. Austin 7 1/3 Longues Grant. Abst. 20.
- 48. 10 acres of land, known as Lots 28 and 30 of Block 8, Wild Peach Subd. of 3. P. Austin 7-1/3 Leagues Grant, Abst. 20.
- 49. 5 acres of land, known as Lot 1, Block 9, Wild Peach Subdivision of 5. F. Austin 7-1/3 Leagues Grant, Abst. 20.
- 50. 12.5 acres of land, known as Lots 5 and 8, Block 16, Wild Peach Subd. of S. F. Austin 7-1/3 Leagues Grant, Abst. 20.
- 51. 5 acres of land, known as Lot 12, Block 16, Wild Peach Subdivision of S. P. Austin 7-1/3 Leagues Grant, Abst. 20.
- 52. 8.02 acres of land known as Tract 335, Block 12 of the Coast Land Company's Subd. of the S. F. Austin Leg. #2, Abst. 23.
- 55. 5 acres of land known as Tract 560 of the Coast Land Company's Subd. of the S. F. Austin Lag. #2, Abst. 23.
- 54. 20.12 acres of land known as Tracts 470, 471, 472 and 475 of the Coast Land Co.'s Subdivision of the S. P. Austin Leg. #2, Abst. 25.
- 55. 15 scres of land, known as tracts 522, 525 and 524 of the Coast Land Company's Subd. of the S. P. Austin Leg. #2, Abst. 23.
- 56. 1/2 acre of land, known as Lots 12 and 13, Tract 636 of the Fratt Subdivision of the Coast Land Co.'s Subdivision of the S. P. Austin League No. 2, Abst. 28.
- 57. 24 acres of land, known as Lot 8, S. F. Austin 5 Labor, Abst. 30.
- 58. 8 acres, being an undivided interest of that amount in a certain undivided interest of 65 sorss, being part of the S. P. Austin Labor, Abst. 34, the Parker Williams Survey, Abst. 157, the C. G. H. A. & H. C. Allsberry 1-1/2 Leagues. Abst. 4 and the Calvin Summall Survey, Abst. 358.
- 59. 4.94 acres of land, known as Lot 52 of the David and H. T. Cohen's Subd. of the upper 3/4 of the John Brown 1/4 League, Abet. 48 in Spesorie and Galveston

- 50. 5 gares of land, known as Tract 264, Division 15 of the Brance Coast Inv. Cols Subdivision of the A. Galvit League, Abst. 49.
- 61. S agree of land, known as Tract 524, Division 15 of the Brazos Coast Inv. Co's Subdv. of A. Calvit League, Abst. 69.
- 62, 5 agree of land, known as Tract 338, Division 15 of the Brases Goast Inv. Co's Subdivision of the A. Calvit League, Abst. 49.
- 65. S acres of land, known as Tract 540, Division 13 of the Brazon Coast Inv. Co's Subdivision of the A. Calvit League, Abst. 49.
- 64. 5 acres of land, known as Tract 352, Division 15 of the Bragos C ast Inv. Cots Subdivision of the A. Calvit League, Abst. 49.
- 65. 5 acres of land, known as Tract 369, Division 13, of the Brazos Coast Inv. Cots. Subdivision of the A. Calvit League, Abst. 49.
- 66. 5 acres of land, known as Tract 376, Division 13, of the Brasos Coast Inv. Cols Subdivision of the A. Calvit League, Abet. 49.
- 67. 5 acres of land, known as Tract 385, Division 13, of the Brezon Coast Inv. Co's Subdv. of A. Calvit League, Abst. 49.
- 58. 5 acres of land, known as Tract 214, Division 14, of the Brazos Coast Inv. Co's Subdy. of A. Calvit League, Abst. 49.
- 69. 5 acres of land, known as Treat 1, Division 2 of the Brazos Coast Inv. Co's Subd. of F. J. Calvit League, Abst. 51.

#### FEE LAND & MINERAL RIGHTS, BRAZORIA COUNTY - Page 4.

- 70. 5 acres of land, known as Tract 7, Division 2, of the Brazes Goast Inv. Co. s Subd. of F. J. Calvit League, Abst. 51.
- 71. S acres of land, known as Tract 9, Division 2, of the Brazos Coast Inv. Co.'s Subd. of F. J. Calvit League, Abst. 51.
- 72. 5 acres of land, known as Tract 10, Division 2, of the Brasos Coast Inv. Co.'s Subd. of the P. J. Calvit League, abst. 51.
- 73. 5 acres of land, known as Tract 11, Division 2 of the Brazes Coast Inv. Co.'s Subd. of P. J. Calvit League, Abst. 5).
- 74. 5 acres of land, known as Tract 8, Division 4, of the Brazes Coast Inv. Co.'s Subd. of F. J. Calvit League, Abst. 51.
- 75. 5 acres of land, known as Tract 10, Division 4, of th Brazos Coast inv. Co.'s Subd. of F. J. Calvit Survey, Abst. 51.
- 76. 5 scres of land, known as Tract 9, Division 5 of the Brazos Coast Inv. Co.'s Subdivision of the F. J. Calvit Survey, Abst. 51.
- 77. 5 acres of land, known as Truck 95, Division 7, of the Brazos Coast Inv. Co.'s Subdivision of the F. J. Celvit Survey, Abst. 51.
- 78. 5 mores of land, known as Tract 5, Division 8, of the Brazos Coast Inv. Co.'s Subdivision of F. J. Calvit Survey, Abst. 51.
  - Acres of land, known as Tract 6, Division 8, of the Brazos Coast Inv. Co.'s
    - or of last impensas Tract 24, Division 8, of the Brasce Coast Inv. Co.'s
      - The grace 30, Division 8, of the Braxes Coast Inv. Co.'s
        - 1 2005, 39, Division 8 of the Brazos Coast Inv. Co.'s

Mariaion 8, of the Brasos Coast Inv. Co.'s

- 84. 5 sares of land, known as Treet 46, Division 3, of the Bream David Larry Subdivision of P. J. Calvit Survey, Abot. 51:
- 85. 5 seres of land, known as Truct 85, Division 8, of the Brazon Gesat Int., Subdivision of F. J. Calvit Survey, Abst. 51.
- 86. 5 acres of land, known as Tract 110, Division 8 of the Bresce Coast int. Division of P. J. Calvit Survey, Abst. 51.
- 87. 5 acres of land, known as Tract 80, Division 9, of the Brance Const Inv. Ded Subdivision of P. J. Calvit Survey, Abet. 51.
- 88. Also Lot 3, Block 539 in town of Velesco.
- 89. 5 acres of land known as Tract 91, Division 9 of the Brazos Coast Int. David Subdivision of P. J. Calvit Survey, Abst. 51.
- 90. 5 mores of land, known as Tract 94, Division 9, of the Bresca Const Day. Co. Subdivision of F. J. Calvit Survey, Abst. 51.
- 92. 5 acres of land, known as Tract 55, Division 9, of the Brasos Coast Inv. Do. 3. Subdivision of F. J. Calvit Survey, Abst. 51.
- 93. 5 acres of land, known as Tract 120, Division 9, of the Brazes Coast Inv. Co. Subdivision of F. J. Calvit Survey, Abst. 51.

#### PER LAND & MINERAL RIGHTS, BRAZONIA COUNTY - Page 5

- 94. 5 acres of land, known as Tract 128, Division 9 of the Brazos Coast Inv. Co. 9 Subdivision of F. J. Calvit Survey, Abst. 51.
- 95. 5 acres of land, known as Tract 129, Division 9 of the Brasos Coast Inv. Co.ts.
  Subdivision of F. J. Calvit Survey, Abst. 51.
- 95. 5 acres of land, known as Tract 134, Division 9 of the Braxos Coast Inv. Co.'s Subdivision of F. J. Calvit Survey, Abst. 51.
- 97. 5 acres of land, known as Tract 158, Division 9 of the Brasos Coast Inv. Co.'s Subdivision of F. J. Calvit Survey, Abst. 51.
- 98. 5 acres of land, known as Tract 177, Division 9 of the Brazos Coast Inv. Co.'s Subdivision of F. J. Calvit Survey, Abst. 51.
- 99. S acres of land, known as Tract 179, Division 9, of the Brasos Coast inv. Co.*s Subdivision of F. J. Calvit Survey, Abst. 51.
- 100. 5 acres of land, known as Tract 40, Division 10, of the Brasca Coast Inv. Co. s. Subdivision of F. J. Calvit Survey, Abst. 51.
- 101. 5 acres of land, known as Treet 75, Division 10 of the Brasos Coast law. Co.'s Subdivision of P. J. Calvit Survey, Abst. 51.
- 102. 10 ecres of land, known as Tracts 79 and 82, Division 10, of the Brazos Coast Inv. Go.'s Subdivision of F. J. Calvit Survey, Abst. 51.
- 103. Secree of land, known as Tract 83, Division 10, of the Brasos Coast Inv. Co.*s Subdivision of F. J. Calvit Survey, Abst. 51,
- 104. 5 acres of land, known as Tract 85, Division 10, of the Brascs Coast Inv. Co.*s Subdivision of F. J. Calvit Survey, Abst. 51.
- 105. 5 acres of land, known as Tract 87, Division 10, of the Bresca Coast Inv. Co. *s Subdivision of F. J. Calvit Survey, Abst. 51.
- 106. 5 mores of land, known as Tract 89, Division 10, of the Brazos Coast Inv. Co. 18
  Subdivision of P. J. Calvit Survey, Abet. 81.
- 107. 5 scress of land, known as Tract 98, Division 10, of the Brazes Coast Inv. Co. subdivision of P. J. Calvit Survey, Abets 51.

THE RESERVE AND THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF TH

- 108. S acres of land, known as Tract 113, Division 10, of the Brasos Coast Inv. Co. Sanddivision of F. J. Calvit Survey, Abst. 51.
- 109. 5 acres of land, known as Treet 116, Division 10, of the Brasos Coast Inv. Co. subdivision of F. J. Calvit Survey, Abst. 51.
- 110. 5 acres of land, known as Treet 117, Division 10, of the Brazos Coast Inv. Co.'s Subdivision of F. J. Calvit Survey, Abst. 51.
- 111. 5 sores of land, known as Tract 41, Division 11, of the Brazos Coast Inv. Co. 5s Subdivision of P. J. Calvit Survey, Abst. 51.
- 112. Let 8, Block 2, High School Addition to the Town of Damon.
- 113. 10 acres of Land, known as Lot 89 of the Geo. W. Jenkins Subdivision of the W. D. C. Hall League, Abst. 70.
- 114. 300 seres of land known as Lote 27 to 34 inclusive out of the George Harrison Survey, Abst. 73.
- 115. 5 acres of land, known as Tract 4, Division 5 of the Brascs Coast Inv. Co. Subdivision of A. Mitchell Survey, Abst. 96.
- 116. 5 mores of land, known as Tract 5, Division 5 of the Brasom Coast Inv. Co.'s Subdivision of A. Mitchell Survey, Abst. 98
- 117. 5 acres of land, known as Tract 6, Division 5, of the Bresos Coast Inv. Co.'s Subdv. of the A. Kitchell Survey, Abst. 98.
- 118. 5 acres of land, known as Tract 7, Division 3, of the Brasos Coast Inv. Co.'s Subdivision of the A. Mitchell Survey, Abst. 98.

## FER LAND & MINERAL RIGHTS, BRAZORIA COUNTY - Page 6

- 119. 5 acres of land, known as Treet \$, Division 3, of the Brazos Coast Inv. Cols Subd. of A. Mitchell Survey, Abst. 98.
- 120. 10 acres of land, known as Lot 37, Block "A" out of the Normen Chatfield Subd. of the Francis Noore League, Abst. 100.
- 121. 14 acres of land, known as Lot 45 and South 32 feet off Lot 46 in Block No. 2 of the Texas Coast Dev. Co's Subdivision of the E. P. Myrick Sur. Abst. 102.
- 122. 10 acres of land, known as Tract 43, Block 2 of the Texas Coast Dev. Cols Subd. of the E. P. Myrick Survey, Abst. 102.
- 123. 20 acres of land, known as Tract 7, Block 4, of the Texas Coast Dev. Co's Subd. of the E. P. Myrick Survey, Abst. 102.
- 124. 2 ecres undivided interest out of a tract of 19.67 acres, being 10 acres in the Geo. Tennill~ Survey, Abst. 131, and 9.67 acres in the K. Varner Survey, Abst.
- -125. 20 acres of land, known as Lot 8, Division 2, of the Subd. of the East 1/2 of Edwin Waller League, Abst. No. 134.
- 126. All minerals in and under a tract of 9 183/204 acres of land known as Lot 3, Section 17, H.T. & B.R.R. Co. Survey, Abat. No. 228.
- 127. 1/2 mineral interest in 22 acres of land, known as Tract 4, Sention 21, H.R. & B.R.R. Co. Survey, Abst. No. 230.
- 128. 10 acres of land, known as Lot 7, of the Allison-Richey Gulf Coast Home Company's Suburban Oardens Subd. of Saction 19, E.T & B.R.R. Co. Survey, Abst. 243.
- 120. S acres of land, being the East 1/2 of a tract of 10 acres of land, known as Lot 16 of the Allison-Richey Gulf Coast Home Company's Suburban Gardens Subd. of Section 19, R.T. & B.R.R. Co. Survey, Abst. 245.
- 150. 20 acres of land, known as Lots 15 and 40 of Allison-Richey Gulf Coast Home Company's Subd. of Section 25, H.T. & B.R.R. Co. Survey, Abst. 245.

- 131. 10 acres of land, known as Lot 81, of Allton-Richey Gulf Goost Sens Company's Sund. of Section 25, K.T. & B.R.H. Go. Survey, Abet. No. 265.
- 189. 10 seres of land, known as Let 38, of Allisan-Richey Gulf Toset Home Company in Suburban Gardens Subd. of Section Ro. 25, E.T. & B.R.R. Go. Survey, Abet. So. 245.
- 135. 8.4 scree of land, known as Let 41-A, of the Allison-Richey Gulf Coset Home Company's Suburban Gardens Subd. of Section 25, H.T. & B.R.R. Co. Burvey, Abeta No. 345.
- 134. 10 acres of land, knows as Treet 45 of the Allison-Richty Gulf Coast Home Company's Suburban Gardens Subd. of Section No. 25, E.T. & B.R.R. Co. Survey, Abat. No. 345.
- 135. S mores of land off the Rest side Lot S1 in the Allison-Richey Gulf Coust Home Company's Suburban Cardons Subd. of Section No. 25, H.T. & H.R.R. Co. Survey, Abut. No. 245.
- 135. 20 agres of land, known as Lote R4-and 28 of a subdivision of Section 67, N.P. & B.R.R. Co. Survey, Abst. No. 281.
- 137. 10 acres of land, known as Lot 33 of a subdivision of Section 67, H.T. & B.H.R.. Co. Survey, Abstract 281.
- 158. S acres of land, known as We of Lot \$87 of a subdivision of Section 55, H.T. & B.R.R. Co. Survey, Abat. \$85.
- 189. 10 serse of land, known as Lot 11, being the SW2 of the S2 of the W2 of SB2 of Section 51, H.T. & B.R.R. Co. Survey, Abst. 288.
- 140. 10 agree of land, known as Lot 41, of Allison-Richey Gulf Coast Home Co. Suburban Gardens Subdivision of Sec. 81. E.T. 1 B.R.R. Co. Sur. Abst. 800.

## FER LAND & MINERAL RIGHTS, BRAZORIA COUNTY - Page ?

- 141. 20 acres of land, known as Lots 1 and 2 of Allison-Richey Gulf Coast Home Company's Suburban Gardens Subd. of Section 85, ETEB RR Cs. Survey, Abst. 504.
- 142. 5 acres of land, known as the 5½ of Lot 46 of the Allison-Richey Gulf Goast Home Company's Suburban Gardens Subdivision, Division 92, of the E. Little and Section 92, ACRES Surveys, Absts. 320 and 541.
- 143. 10 acres of land, known as Tract or Farm 517 of the Subdivision of Section 3, Lavaca Mavigation Co., Abst. 328.
- 144. I more of land in a square out of the NW corner of the South 10 mores, sometime referred to as Lot 7 of the John Martin Survey, Abst. SSL.
- 145. 20 acres of land, known as Tract 8 of the John Martin Survey, Abst. 331.
- 146. 30 mores of land known as "Fiddlers Inland" out of the Robert McClure Survey, Abet. 339.
- 147. 9.91 acres of land known as Lot 4 of the Thaddens M. Boggs Subdivision of 100 acre farm Lot or Tract 24 of the Brazoria Land and Cattle Co. 4s Subdivision of the Thomas Spraggins Survey, Abst. 366.
- 148. S acres of land, known as Lote 5,6 and 23 of the 5% of Tract 8, Reed Subdivision of the L. N. H. Mashington Survey, Abst. 386.
- 149. I serv of land known as Lot 25 of the Reed Subdivision of Tract 8 out of the L. M. H. Weshington Survey, Abst. 386.
- 150. 10 seres of land, known as Tract 5 out of Section 1 lack Survey, Abet. 400.
- 151, 10 acres of land known as Tract 11A out of Section 1, IAGN Survey, Abst. 400.
- 152, 10 acres of land knows as Tract 2, Section 25, ACRES, Abst. 412.

163. 24 acres of land known as the We of the Et of Lot S1 of the Allison-Richey Gale

- 154. St acres of land known as Bt Lot 31 of the Allison-Richey Gulf Count House Company's Suburban Cardens Subdivision of Section 80, ACRES, Abet. 417.
- 185. 10 serve of land known as Lot 35 of the Allison-Richey Oulf Coast Rose Company's Subdivision of Section 89, ACEMS Survey, Abet. 417.

**A** 

- 168. 10 seres of land known as Lot 36 of the Allison-Richey Gulf Coast Home Company's Subarban Gurdens Subdivision of Section 59, ACRES Survey, Abst. 417.
- 167. 10 acres of land known as Lot or Tract 6 of the Subdivision of Section 23, Roope and Made Survey, Abet. 420.
- 158. 10 acres of land known as Lot or Tract 59 of the Subdivision of Section 25, Booper and Tade Survey, Abst. 420.
- 159. 10 seres of land known as Lot or Tract 56 of the Subdivision of Section 23, Hooper and Made Survey, Abst. 420.
- 160. 10 seres of land known as Lot or Treat 12 of the Subdivision of Section 17, Hooper and Wade Survey, Abet. 423.
- 161. 10 acres of land known as part of Tract 14, being the 5% of said tract of the Subdivision of Section 17, Hooper and Wade Survey, Abst. 423.

## FEE LAND & MEMERAL HIGHTS, BELZONIA COUNTY - Page 8

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- 162. 25; seres of land, known as Lot or Tract 30, of the Subdivision of Section 17, Hooper & Wade Survey, Abst. No. 425.
- (163) 40 seres of land in the MW2 of Section 7, Hooper & Wade Survey, Abst. No. 430.
- 164. 10.03 sores of land, known as Lot No. 15 and 15.41 acres of land known as Lot No. 22 of a subdivision of Sestion 1, Hooper & Wade Survey, Abet. No. 451.
- ≥ 1885. 5 acres of land, known as the South 1/2 of Lot 51, Section 9, Rooper & Made Survey, Abst. Ec. 452.
- 166. 2 acres of land, known as the South 1/2 of the Stanm 4 acre trant out of a Subd. of Section 14, E.T. & B. Survey. Abst. No. 449.
- 167. 5.16 agree of land, known as Treet No. 25, out of a subdivision of Section 4,
  Rooper & Made Survey, Abst. No. 455, being a part of the E. Lee Bradbury Tract.
- 168. 10 seres of land, known as Lot Ho. 6 of the Allison Richey Gulf Comst Home Company's Subdivision of Section 90, A.C.H. & B. Sur., Abst. 459.
- 169. 21.87 acres of land, being part of Tract 9, of the subdivision of M. V. O'Domnel Survey, Abst. No. 468.
- 170. 9.55 scree of land, known as Lot 7 of the subdivision of Section 28, E.T. & B. R.R. Co. Survey, Abst. 472.
- 171. 1.45 acres of land, known as part of Lot 8 of the subdivision of Section 28, H.T. & B.R.R. Co. Survey, Abst. 472.
- 172. 30 Acres of land, known as Tracts 19 & 22, of the subdivision of Section 28, 5. T. & S. Survey, Abst. 672.
- 173. 7.5 agree of land, known as Lots 1, 2 and 5 in Block 27, of the Cole Subdivision of Section 18, E.T. & B. Survey, Abst. 474.
- 174. 2.5 seres of land, known as Lot 4, Block 27, of the subdivision of Section 18, H.T. & B. Survey, Abst. No. 474.
- 178. 6 seres of land, known as Southwest 1/2 of Lot 6 of the subdivision of Sestion 10, H.T. & B. Survey, Abst. No. 478.
- ,176. 1/4 mineral interest in:SS.14 scree of land known as Tracts 15 and 14 of a subdivision of Section 10, E.T. & Science, Abet. No. 478.
- 177. 80 agree of land traces as Lot 10, of a subdivision of Section 16, Hooper & Made

- 178. 30 seres of land, known as Lot 15 of the A. S. Reysen Sabdivision of Saction 16, Hooper & Made Survey, Abst. No. 460.
- 179. 1/4 mineral interest in 38.4 seres known as Lot 97 out of the South part of the 187 of the South part of the 187 of Section 40, H.T. & B. Survey, Abst. No. 482.
- 180. 10 agree of land known as tract to. 12, of Summyride Subdivision of Section 10.

  Ecoper & Made Survey, Abet. No. 486.
- 181. 6.51 sores of land being a part of Lot 15 of the Sunmyside Subdivision of Seast 10, Rooper & Made Survey, Abst. No. 486.
- 188. 3.40 scree of land, being part of Lot 44, of the ambdivision of Scotton 16, Hooper & Hade Survey, Abst. No. 488.
- 185. 10 scree of land known as Tract 18 of the subdivision of Section 8, Respect & Rade Survey, Abst. No. 480.
- 184. 80 serves of land, known as Tracts 80 and 91, of the subdivision of Section 8; Hooper & Made Survey, Abet. No. 489.

### MER LAND & MEMBRAL REGRES, BRAZORIA COUNTY - Page 9

- 185. 10 seres of land known as Tract No. 84, of the Subdivision of Sec. 8, Booper & Wade, Abst. No. 486.
- 185. 10 acres of land known as Lot 1, Block 11, of the Willeford and Armim Addition to Alvin, being out of the Hooper & Ends Sur. Sec. 22, Abst. 491.
- 187. So seres of land, known as lots 1 and 4, Blook 6 of the Willsford and Armin Add. to Alvin, being out of the Hooper & Made Survey, Sec. £2, Abst. 491.
- 188. 40 seres of land, known as Lots 1, 2, 3 and 4 of the Subdivision 4 of Sestion 4, E.T. & B. Survey, Abet. No. 498.
- 189. 10 acres of land, known as Lot 52 of the Allison-Richey Gulf Comet Rose Company subdivision of Section 10, H.T. & B. Survey, Ab. Ho. 805.
- 190. 10 acres of land, known as Lot 60 of the Allison-Richey Gulf Coast Home So's Suburban Gardens Subd. of Sec. 20, H.T. & B. Survey, Abst. No. 506.
- 191. 10 seres of land, known as Farm Tract 650 of the Enigration Land Company's Subdivision of Section 56, E.T. & B. Survey, Abet. 515.
- 192. 10 acres of land, known as Farm Tract 655, of the Emigration Land Company's Subdivision of Sec. 56, H.T. & B. Sur. Abstract 515.
- 193. 10 sores of land, known as Lot 150 of Emigration Land Company's loss Colony Subd. of Sec. 60, H.T. & B. Survey, Abst. So. 517.
  - 194. 10 seres of land known as Farm Tract 351 of the Emigration Land Company's Subdivision of Sec. 2, Lawse Marigation Co. Sur. Abet. No. 551.
  - 195. I square acre of land out of Lot 5 of the Alltson-Richey Gulf Coast Home Company's Subd. of Sec. 88, A.C.H. & B. Sur. Abst. Bo. 540.
- ≥196. 80 mores of land in Section 38, H.T. & B. Sur. Abst. 856.
  - 197. 10 acres of land known as Tract 158 of the Subdivision of Sec. 66, H.T. & B. Bur. Abet. No. 560.
  - 198. 10 acres of land known as Lot 2, of the Subd. of Section 76, H.T. & B. Survey, Abst. No. 562.
  - 199. 10 sores of land known as Lot 48 of the Allison-Richey Gulf Coast Home Cots Suburban Gardens Subd. of Sec. 78, K.T. & B. Sur. Abst. 565.
  - 200. 5.2 acres of land out of the Eastern 1/2 of Lot 9, of the Allison Richer Gulf Coast Home Company's Suburban Gerdene Subd. of Sec. 32, H.T. & B. Sur. Abet. 36
  - 201. 2) acres of land out of the North 1/2 of Treat 50, of Sec. 26, I & G. M. Sur.
    Abst. 619.

908, 10 acres of land, known as lot 1 of a subdivision of Alf H. H. Tolar Sur. Abet. No. 871.

208. 10% acres of land, known as Lot 5, Block 26, of the Allicon-Richey Gulf Coast Home Co's Suburban Gardens Sub. of Sec. 4, T.C.R.R. Sur. Abet. 676.

204. 9.5 acres of land, known as Lot 5, Block 25, of the Allison-Richey Gulf Coast Home Company's Suburban Gardens Subd. of Section 4, T.C.R.R. Sur. Abet. 675.

205. 127 acres being an und. interest in a 50 acre tract in the east cor. of the R. H. Hilliam Survey, Abet. So. 683.

906. Lots Nos. 1, 8, 3, 4 and 5 of Block 4, Alvin No. 1, Alvin, Texas.

907. 10 acres of land known as Outlot 95 of the town of Manuel.

208. Lot 10, Block 607, and Lot 15, Block 717, of Velamon.

PER LAND & MINERAL MIGHTS, BRAIGRIA COUNTY - Page 10

209. Lot 25, Block 742, of Velacco, Texas.

210. Lots 8, 9, 10 and 11, Block 82 of the Town of Angleton, Texas.

211. 12 agree being Lots Nos. 27 and 29 of Block No. 7 of the Wild Peach Subd. of part of S. F. Austin 7-1/3 League Grant, Abet. No. 20.

As to the land described in the above deed from T. T. Stratton, et al, to Harrison Oil Company, et al, this conveyance is subject to all sales, or reconveyances heretofore made by the Grantees in said deed.

# RIGHTS-OF-MAY, BRAZORIA COUNTY, TEXAS

	_					orded				
File No.	Orantor	Grants <del>o</del>	Date	Acres	Yol.	Page				
1641	C. W. Massey et ux	Harrison Cil Co. & J. S. Abergrombis Co	9/29/36		251	534				
	words in HTAB Ry. Survey, Sec. 18.									
1641	Audrey Cooper	Harrison Oil Co. 2 J. S.	9/29/36	10	\$81	533				
	10 acres in HTMB By. St	Abarerombie Co. 10 acres in HTMB By. Survey. No. 25.								
<b>16</b> 17	Olivia W. Allison et al	Harrison 011 Co. & J. S.	10/1/36	16.7	391	551				
	Abercrambie Co. 16.7 apres in HTAB By. Survey, Sec. 25.									
1641	Olivia W. Allison et al	Harrison Oil Co. & J. S. Abergrombie Co.	10/1/36	20	281	530				
	20 acres in Hing Ry. &c									
1661	Ha. Theobald of ux	Harrison Oil Co. & J. S. Abbrorombie Co.	9/18/36	157	281	538				
	107 scree in ST&B Ry. S									
3661	Resis A. Moulton	Harrison Oil Co. & J. S. Abergroubte Co.	10/1/36	10						
6.	10 seres in Man by. &	rvey Bo. 23.								
1041	Bresoris County, Tex.	Rarrison Cil Co. & J. S. Abbrorombie Co.	11/9/36							
<b>1</b>	Being as the one training	morerowsky to.								

Right of May and tesement to construct, maintain and operace a pipe line under and agrees appealing bland public county road at end near Station 405-70 on said road.

### EXCEPTIONS .

retained by granter, Harrison Off Company, but the harrisabove, reserves and excepts unto [taelf, its ty and assets located in Brasoria County, Taxas:

Defense Plant Corporation, dated March 87, 1942, page Supplies Corporation, dated March 27, 1942,

by Steme Oil Company under

embract dated September 14, 1999, and remembe thereof.

- (5) All each, secounts, and bills receivable as of December 31, 1986,
- (6) Contracts for the sale of cil and liquid hydrocarbone produced from Old Coses; Field now held with Warren Potroleus Company, the Texas Company, Pan-intrices Potroleum Corporation, and other similar contracts.
- (7) Farmiture, fixtures, equipment, supplies, contracts and other property and incidental to the full performance of the above contracts and the business of purchases and sale and other handling of petroleum probests in said County.

TO HAVE AND TO HOLD the president aforesaid with all and singular the rights, pull lages, appurtenances and immunities thereto belonging or in any time appurtaining unto the said Magnelia Petroleum Company, a Corporation, its successors and assigns forever.

In addition to the foregoing, the Harrison Oil Company also hereby grants, begains sells and assigns unto the said Magnolia Petroleum Company, a composetion, its assessment, and assigns, all lands, buildings, leasaholds, franchises, essentate, right of way company interests and estates in lands and minerals, together with all appurhenances and hereditements thereunto belonging, owned by said Harrison Oil Company or held by any either person or persons for its use and benefit situated in said County of Parish, State of Taxas; it is being the purpose and intent of this conveyance to convey and place title to any and all properties owned by Barrison Oil Company, situated in said County or Parish and State, which described herein or not, in Magnolia Petroleum Company, a Corporation, incorporated under the laws of the State of Taxas, with its principal office at Dallas, Dallas County, Taxas.

The properties herein described and intended to be conveyed are the same properties which were conveyed, among others, by Marrison Oil Company, a corporation, to Magnelia Petroleum Company, a Corporation, on the 31st day of December, 1948, by deed bearing that date, and this conveyance is made pursuant to the covenants contained in said deed without additional consideration in order to confirm and perfect the title of the grantee herein and to the properties herein described and intended to be conveyed.

IN TESTIMONI WHENCE, the Harrison Oil Company has signed this instrument, and the same has been attented by the Secretary of said Company, with its seal annaned, on this the Slat day of December, 1948.

(CORP. STAL)

HARRISON OIL COMPANY

R. L. E.

ATTEST:

W. H. Holmes Secretary By: D. A. Little President RCK

THE STATE OF THEAS )

COURTY OF DALLAS

EMPORE ME, a Notary Public in and for said State and County, on this day personally appeared D. A. Little, known to me to be the person whose name is subscribed to the foregoing instrument, and known to me to be the President of the Harrison Oil Company, a Corporation, and adminished to me that he executed said instrument for the purposes and consideration therein expressed, and as the act of said Corporation.

GIVEN under my hand and official seel this Shet day of December, 1942.

(SEAL) J T Frice Sotery Public, Dallas County, Texas Notery Public in and for Dellas County, Texas

Filed for Record at 1:00 statock P M Jan 14 1945 J R Monarch Clark County Court Brasoria Co., Taxas

The State of Texas) County of Brazoria) 6330

Know all men by these presents, that I. Frank K. Stevens, acting for myself and my co-owners J. S. Abercrombie Co and Magnolia Petroleum Company, hereinafter referred to as lessors for and in consideration of the sum of \$102.50 to me in hand paid by Mr. E. C. Allen, of Freeport, Texas, hereinafter referred to as Lessee, and subject to the provisions and conditions hereinafter set out, have lessed to the said Lessee, for the term of Pive Years, all of the following described tracts and percels

of land in Brazoria County, Texas, towit:

Tracts Nos. 19, 25, 27, 39, 64 and 171 in Division No. 1 in the

B. T. Archer League, aggregating 30 acres

Tracts Nos. 9, 10, 11 Div. 2; Nos. 8, 9, & 10 in Div. 4; 9 in Div.
5; 95 in Div. 7; 5, 6, 24, 30, 39, 45, 46, 85, 110 in Div. 8, 20, 21,
24, 85, 86, 120, 177, 179 in Div. 9; 75, 82, 83, 85, 79, 87, 89, 113,
116 and 117 in Div. 10 and tract 4 in Div. 11., aggregating 175 acres
from the F. J. Calvit League Abstract No. 51, and making a total agreage
leased bereby of 205 acres leased hereby of 205 acres

All according to the duly recorded subdivision Map of the Brazoria Coast Investment Company Subdivision of above surveys.

The foregoing lease is made upon the following terms and conditions

The lease is for pasturage purposes only, and Lessors reserve their rights to go upon any of said tracts for the purposes of hunting or fishing or other purposes not interfering with the use of Lessee in pasturing his cattle.

The consideration recited above is for the first year beginning today ending on May 20, 1954 and a similar sum shall be paid in advance each year for the year beginning on May 20 each year for the duration of this lease.

The tracts hereby leased to lessee are scattered tracts enclosed with tracts of other parties in rather large pastures and Lessors herein assume no burden of putting lessee herein in possession of the treets hereby leased.

Lessor reserves the right to cancel this lesse as to any one or all of the tracts herein leased, upon giving Lessee 60 days notice of his desire to do so. In such case Lessor to refund any unearned rental that he has received.

This lease is made subject to sale, and subject to mineral lease. In event any of the tracts herein leased are sold off or withdrawn from this lease, the rental due for the ensuing year will be proportionately reduced at rate of 50 cents per acre.

This lease shall not be assigned. Witness our hands this the 20th day of May 1953.

or self & Co-owners as shown above

E.C. Allen Lasses

The State of Texas) County of Brazoria)

BEFORE 1E, the undersigned, a Notary Public in and for said County and State, on this day personally appeared Frank K. Stevens known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed and in the capacity therein set out.
GIVEN UNDER LY HAND AND SEAL OF OFFICE this the 20th day of May. A.D.

Notary Public in and for Brazoria County, Texas.

continuously since the above date, cultivating, useing and enjoying the same, open, visible, notorique, continuous, pescesable,
exclusive and adverse to all the world.

FURTHER Affiant sayeth not.

E. A. McCauley

SUBSCRIBED AND SWORN to before me by E. A. McCauley on this 3 day of 777, A.D., 1954, to certify which witness was being and seal of office.

Notary Public in and for Brazoria County, Texas

THE STATE OF TEXAS I

BEFORE ME, the undersigned authority, on this day personally appeared E. A. McCauley, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 3 day

Notary Public in and for Brazoria County, Texas

Filed for Record et <u>Ales</u> Afoliack <u>Al</u>M... Clerk County Count, Brezinte de., Texas.

STATE OF TEXAS

COUNTY OF BRAZORIA I KNOW ALL MEN BY THREE PROSERTS:

THAT, J. S. ABERCHOMBIE COMPANY, a Texas corporation, bereinafter called "Grantor," for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration to it paid by OLD COMPANY, a Belaware Corporation authorised to do business in Taxas, hereinafter called "Grantee," has Bargained, Sold, Assigned and Conveyed, and does by these presents Bargain, Sell, Assign and Convey unto the said Grantee, the followings

591/518

The interest indicated in the tracts of land described from 1 through 186 inclusive, on Exhibit "A" which is attached hereto and made a part hereof.

It is the intention of the Grantor to convey and Grantor does convey unto Grantee all of Grantor's interest in the lands described in said exhibit "A", whether the interest specified as being conveyed in said exhibit is less or more than the interest actually owned by Grantor therein.

TO HAVE AND TO HOLD the lands and interests in lands herein conveyed and described in said Exhibit "A" unto the said Grantee, its successors and assigns forever. And the said Grantor does hereby bind itself, its successors and assigns, to WARRANT and forever DEFEND all and singular the said premises unto the said Grantee, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same, or any part thereof, by, through or under it, but not otherwise.

This conveyance shall be effective as of 12:00 o'Clock on the night of April 30, 1954.

EXECUTED IF WITNESS WHEREOF, J. S. ARERCROMBIE COMPANY has executed this instrument this 27 day of April, 1954.

J. S. ABERÇROMBIE COMPANY

BY E. William's

Attest:

At allered

THE STATE OF TEXAS

COUNTY OF HARRIS !

BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, personally appeared Ben E. Williams, known to me to be the person whose name is subscribed to the foregoing instrument, and known to me to be the Vice-President of Jung. ABERCROMBIE COMPANY, a corporation, and acknowledged to mantate the executed such instrument for the purposes and consideration therein expressed, and on behalf of and as the act and deed of said corporation and in the capacity therein stated.

day of April, 1954.

Notary Public in and for Barris County, Texas.

A. L. REFERENCE Notary Public in and for Hearts County, Texas

EXHIBIT "A"

BRAZORIA COUNTY, TELAS

Acres

Description

Interest Conveyed

OLT			
3.	5.00	Treet 6, Div. 8 F. J. Gelvit League, Abet. 51 (675)	7/18 Kin. Int.
2.	9.91	Lot 4, Boggs Sd. of Treat 24 Thos. Spraggine Survey, Abst. 366 (676)	7/18 surt. & Min.
3•	5.00	Treat 324, Dlv. 13 A. Calvit League, Abstract 49 (678)	7/18 Surf. & Min.
4.	5.00	Treet 85, Div. 9 F. J. Calvit League, Abet. 51 (679)	7/18 Surf. & Min.
5•	5.00	Treat 338, Div. 13 A. Calvit League, Abst. 49 (680)	7/18 Surf. & Min.
6.	5.00	Tract 110, Div. 8 F. J. Calvit League, Abst. 51 (681)	7/18 Surf. & Min.
7.	5.00	Treat 158, Div. 9 P. J. Calvit League, Abst. 51 (682)	7/288 Roy. Int.
8.	10.00	Lot 2, Sec. 76 HTAB RR Co. Survey, Abet. 562 (683)	7/18 Surf. & Min.
9.	10.00	Lot 12, Sec. 17 Hooper & Wade Survey, Abet. 423 (684)	7/18 Min. Int.
10.	5.00	Treet 113, Div. 10 F. J. Calvit League, Abet. 51 (685)	7/18 Surf. & Min.
11.	5.00	Treet 175, Div. 15 5. F. Austin 5 Leagues, Abet. 19 (686)	7/72 Roy. Int.
12.	5.00	Tract 181, Div. 15 8. F. Austin 5 Leagues, Abet. 19 (688)	7/72 Boy. Int.
13.	5.00	Tract 248, Div. 15 5. P. Austin 5 Leagues, Abet. 19 (690)	1/2 Min. Int.
14.	5.00	Tract 228, Div. 15 S. P. Austin 5 Leagues, Abst. 19 (692)	7/72 Roy. Int.
15.	5.00	Treat 330, Div. 15 3. F. Austin 5 Leagues, Abet. 19 (694)	7/72 Roy. Int.
16.	9' !	Tract 352, Div. 13 A. Calvit League, Abst. 49 (695)	7/18 Surf. & Min.
<u>evuro</u>	<u> 6 . 2</u>	RAZORIA COUNTI, TEXAS (Contd.)	
	Acres	Description	Interest Conveyed
17.	5.00	Treet 376, Div. 13 A. Calvit League, Abst. 49 (696)	7/18 Min. Int.
18.	5.00	Treet 49, Div. 15 S. F. Austin 5 Leegues, Abet. 19 (698)	7/36 Min. Int.
19.	5.00	Treat 291, Div. 15 S. P. Austin 5 Leagues, Abst. 19 (699)	7/72 Roy. Int.
80	5.00	Treet 273, Miv. 15	
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		S. P. Austin 5 Leagues, Abst. 19 (700)	7/72 Roy. Int.
21,	- 5.00	Treat 340, Div. 13 A. Calvit League, Abst. 49 (703)	7/18 Surf. & Min.
22.	5.00	Tract 264, Div. 13 A. Calvit League, Abet. 49 (704)	7/18 Min. Int.
23.	5-00	Tract 46, Div. 8 P. J. Calvit League, Abst. 51 (705)	7/18 Surf. & Mir.
24.	5.00	Tract 245, Div. 15 S. P. Austin 5 Leagues, Abst. 19 (706)	1/2 Min. Int.
25.	5•00 ·	Tract 189, Div. 15 S. P. Austin 5 Leagues, Abst. 19 (708)	7/18 Min. Int.
26.	5.00	Tract 193, Div. 15 S. F. Austin 5 Longues, Abst. 19 (710)	7/18 Min. Int.
27.	5-00	Tract 342, Div. 15 S. F. Austin 5 Leagues, Abst. 19 (710)	7/72 Roy. Int.
28.	5.00	Tract 369, Div. 13 /. Calvit League, Abst. 49 (711)	7/18 Min. Int.
29.	8.50	Lot 37 & part of Lot 38, Div. 15 S. F. Austin 5 Leagues, Abst. 19 (713)	1/4 Min. Int.
30.	5.00	Tract 331, Div. 15 3. P. Austin 5 Leagues, Abst. 19 (714)	7/72 Roy. Int.
31.	5.00	S/2 of Lot 33, Sec. 67 HT&B RR Co. Survey, Abst. 281 (715)	7/18 Surf. & Min.
32.	5-00	M/2 of lot 33, Sec. 67 HT&B RR Co. Survey, Abst. 281 (715)	7/36 Min. Int.
	Acres	Description	Interest Conveyed
33.	5.00	W/2 of Lot 227, Sec. 65 HT&B RR Co. Survey, Abst. 285 (716)	7/36 Surf. & Nia.
34.	5.00	Tract 1, Div. 2 P. J. Calvit League, Abst. 51 (717)	7/18 Min. Int.
35.	10.00	Tracts 79 & 82, Div. 10 F. J. Calvit League, Abst. 51 (718)	7/18 Surf. & Min.
36.	5.00	Tract 5, Div. 8 P. J. Calvit League, Abst. 51 (719)	7/18 Surf. & Min.
37.	5-00	Tract 11, Div. 2 P. J. Calvit League, Abst. 51 (720)	7/18 Surf. & Min.
38.	40.00	Lot 7, Blook H Angier, Hall & Bradley Survey, Abst. 6 (721)	7/18 Surf. & Min.
39-	5-00	SU/2 of Lot 6, Sec. 10 HT&B RR Co. Survey, Abst. 478 (722)	7/18 Min. Int.
40.	20.00	Tract 7, Block 4 R. P. Myrick Survey, Abet. 102	7/18 Surface 7/36 Min. Int.

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41.	14-00	Lot 45 a 5.3 Ac. of Lot 46, Blk. 2 E. P. Myrick Survey, Abet. 102 (724)	7/18 Surface 7/36 Min. Int.
42.	5.00	Lot 1, Blook 9, Vild Peach 84. 8. F. Austin 7-1/3 Leagues, Abst. 20 (726)	7/18 Surf. & Min.
43.	33.14	Treets 13 & 14, Sec. 10 HTMB RR Co. Survey, Abst. 478 (727)	7/72 Min. Int.
44.	20.00	Lot 15, Sec. 16 Hooper & Wade Survey, Abst. 480 (728)	7/18 Min. Int.
45.	10.00	Tract 653, Sec. 56 HTMB RR Co. Survey, Abst. 515 (729)	7/18 Min. Int.
46.	10.00	Treat 45, Sec. 25 HTAB HR Co. Survey, Abet. 245 (730)	7/18 Surf. & Min.
47.	20.00	Trasts 20 & 21, Sec. 8 Hooper & Wade Survey, Abet. 489 (731)	7/18 Min. Int.
48.	55*00	Tract 4, Sec. 21 HT&B RR Co. Survey, Abst. 230 (732)	7/36 Min. Int.
• •	Acres	Description	Interest Conveyed
49.	20.00	Tract 8 John Martin Survey, Abst. 331 (733)	7/18 Surf. & Min.
50.	40.00	Lots 1, 2, 3, 4, Sec. 4 HTMB RR Co. Survey, Abet. 498 (734)	7/18 Surf. & Min.
51.	24.00	Lot 8 S. P. Austin 3 Labor, Abst. 30 (735)	7/18 Kin. Int.
52.	10.00	Lots 28 & 30, Blk. 8, Wild Peach 3d. 5. P. Austin 7-1/3 Leagues, Abet. 20 (736)	7/18 Min. Inc.
53•	10.00	Treet 331, Sec. 2 Lavace Havigation Co. Survey, Abet. 531 (737)	7/18 Surf: & Min.
54.	12.50	lots 5 & 8, Blk.16, Wild Peech Sd. 8. P. Austin 7-1/3 Leagues, Abst. 20 (738)	7/18 Surf. & Min.
55-	5.00	Lot 25, Blk. 8, Wild Peach 3d. S. P. Austin 7-1/3 Leagues, Abst. 20 (739)	7/18 Surf. & Min.
56.	5.00	Lot 12, Blk. 16, Wild Pench Sd. S. F. Austin 7-1/3 Leagues, Abst. 20 (740)	7/18 Surf. & Min.
57•	12.00	Lots 27 & 29, Blk. 7, Wild Peach Sd. S. P. Amstin 7-1/3 Leagues, Abst. 20 (741)	7/18 Surf. & Min.
<b>58.</b>	20.00	Lots 26 & 28, Sec. 67 HTMB RR Co. Survey, Abet. 281 (742)	7/18 Surf. & Min.
59-	10.00	Lot 158, Sec. 66 HTGB HR Co. Survey, Abst. 560 (742)	7/18 Surf. & Min.
60.	10.00	Treet 650, Sec. 56 H288 RR 00. Survey, Abet. 515 (742)	7/18 Min. Int.

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, <b>61.</b>	10.00	Tract 317, Sec. 3 Lavaca Mavigation Co. Survey, Abst. 326 (742)	7/18 Surf, & Min.
62.	1.00	Lot 7 John Martin Survey, Abst. 331 (743)	7/18 Surf. & Min.
63.	2.50	N/2 of Treat 58, Sec. 26 IAGN Survey, Abst. 619 (744)	7/18 Surf. & Min.
64.	10.50	Lot 3, Blk. 26, Sec. 4 T C RR Survey, Abst. 675 (745)	7/36 Min. Int.
•	Acres	Description	Interest Conveyed
65.	9.60	Lot 3, Blk. 23, Sec. 4 T C RR Survey, Abst. 675 (746)	7/36 Min. Int.
66.	4.94	Lot 32, Cohen's Sd. John Brown 1/4 League, Abst. 48 (747)	7/18 Surf. & Min.
67.	2.00	S/2 of Stewn 4 Ac. Tract, Sec. 14 HT&B RR Co. Survey, Abst. 449 (748)	7/18 Surf. & Min.
68.	10.00	Lot 89, Jenkins Sd. W. D. C. Hell League, Abst. 70 (749)	7/18 Min. Int.
69.	•90	Part of Tract 9, Div. 3 A. Mitchell Survey, Abat. 98 (751)	7/18 Minerals & part of Surf.
70.	5.00	Tract 7, Div. 3 A. Mitchell Survey, Abst. 98 (751)	7/18 Minerals & part of Surf.
71.	5-90	Tract 8, Div. 3 A. Hitchell Survey, Abst. 98 (752)	7/18 Minerals & part of Surf.
72.	5.00	Tract 4, Div. 3 A. Mitchell Survey, Abst. 98 (753)	7/18 Kinerals & part of Surf.
73•	5.00	Tract 6, Div. 3 A. Mitchell Survey, Abst. 98 (754)	7/18 Kinerals & part of Surf.
74.	5.00	Tract 5, Div. 3 A. Hitchell Survey, Abst. 98 (755)	7/18 Minerals & part of Surf.
75.	5.00	Trect 120, Div. 9 P. J. Calvit League, Abet. 51 (756)	7/18 Surf. & Min.
76.	5 <b>.00</b>	Tract 85, Biv. 10 P. J. Calvit League, Abet. 51 (757)	7/18 Surf. & Min.
<b>7</b> 7.	5.00	Trant 20, Div. 9 P. J. Calvit League, Abst. 51 (758)	7/18 Surf. & Min.
78.	Town Lot	Lot 3, Block 539 Town of Velasco (758)	7/18 Surf. & Min.
79.	5.00	Tract 177, Div. 9 P. J. Calvit League, Abst. 51 (759)	7/18 Surf. & Min.
80.	5.00	Tract 45, Div. 8 F. J. Calvit League, Abst. 51 (760)	7/18 <b>Surf. &amp; Mi</b> n.

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	40700	Description	Interest Conveyed
€7.	5.00	Tract 10, Div. 2 7. J. Galvit League, Abet. 51 (761)	7/18 Surf. & Kin.
82.	5.00	Treat 179, Div. 9 P. J. Calvit League, Abet. 51 (763)	7/18 Surf. & Min.
83.	5.00	Treet 128, Div. 9 F. J. Calvit League, Abst. 51 (764)	7/18 Min. Int.
84.	5.00	Treat 134, Div. 9 F. J. Calvit Langue, Abet. 51 (765)	7/18 Min. Int.
85.	5.00	Treet 10, Div. 4 F. J. Celvit League, Abst. 51 (766)	7/18 Surf. & Min.
86.	5.00	Treat 85, Div. 8 P. J. Calvit League, Abet. 51 (767)	7/18 Surf. & Min.
87.	5.00	Tract 191, Div. 15 5. F. Austin 5 Leagues, Abst. 19 (768)	7/18. Min. Int.
68.	5.00	Treet 223, Div. 15 S. F. Austin 5 Leagues, Abst. 19 (770)	7/18 Min. Int.
89.	80.00	Sec. 38 HTMB MR Co. Survey, Abet. 556 (771)	7/18 Min. Int.
90.	10.00	Lot 37, Blk. A, H. Chatfield Sd. Francis Hoore League, Abet. 100 (772)	7/18 Min. Int.
91.	10.00	Lot 39, Sec. 23 Hooper & Wade Survey, Abet. 420 (773)	7/18 Min. Int.
92.	5.00	NW/2 of Lot 19, Sec. 28 HT2B NR Co. Survey, Abst. 472 (774)	7/18 Surf. & Min.
93•	20.00	Lot 10, Sec. 16 Hooper & Wade Survey, Abet. 480 (775)	7/18 Min. Int.
94.	20.00	Lots 15 & 40, Sec. 25 HTMB ER Co. Survey, Abet. 245 (776)	7/18 Surf. & Min.
95.	10.00	Trest 11-A, Sec. 1 IAGN Survey, Abet. 400 (777)	7/18 Min. Int.
96.	20.12	Treets 470, 471, 472 & 473 5. F. Austin League #2, Abst. 23 (778)	7/18 Surf. & Min.
	Acres	Description	Interest Conveyed
97.	15.00 (16.69)	Treats 522, 523 & 524 8. P. Austin League #2, Abst. 23 (779)	7/18 Surf. & Min.
98.	3.00	Lots 5, 6 & 22, Tr. 8, Reed 3d. L.M.H. Washington Survey, Abst. 386 (780)	7/18 Surf. & Min.
99.	5.00	Treet 21, Div. 9 P. J. Calvit League, Abet. 51 (782)	7/18 Surf. & Kin.
100.	5.00	Treet 89, Div. 10 P. J. Oklvil Lingue, Abot. 51	7/16 Surf. & Min.

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101.	5.00	Tract 86, Div. 9 F. J. Calvit League, Abst. 51 (784)	7/18 Surf. & Min.
102.	5.00	Tract 87, Div. 10 F. J. Caivit League, Abst. 51 (785)	7/18 Min. Int.
103.	5.00	Tract 24, Div. 8 P. J. Calvit League, Abst. 51 (786)	7/18 Surf. & Min.
104.	5.00	Tract 30, Div. 8 F. J. Calvit League, Abst. 51 (787)	7/16 Surf. & Min.
105.	5•00	Tract 24, Div. 9 F. J. Calvit League, Abst. 51 (788)	7/18 Surf. & Min.
106.	5-00	Tract 31, Div. 1 B. T. Archer Survey, Abst. 9 (789)	7/18 Min. Int.
107.	5-00	Treat 39, Div. 1 B. T. Archer Survey, Abst. 9 (790)	7/18 Surf. & Min.
108.	5.00	Tract 25, Div. 1 B. T. Archer Survey, Abst. 9 (791)	7/18 Surf. & Min.
109.	5-00	Tract 31, Div. 15 S. F. Austin 5 Leagues, Abst. 19 (794)	7/18 Min. Int.
110.	5-00	Tract 41, Div. 11 F. J. Calvit League, Abst. 51 (795)	7/18 Surf. & Min.
111.	5.00	Tract 117, Div. 10 F. J. Calvit League, Abst. 51 (796)	7/18 Surf. & Min.
112.	10.00	Tract 18, Sec. 8 Hooper & Wade Survey, Abst. 489 (797)	7/36 Min. Int.
	Acres	Description	Interest Conveyed
113.	5.00	Tract 55, Div. 15 S. F. Austin 5 Leagues, Abst. 19 (798)	7/18 Min. Int.
114.	10.00	Lot 32, 3ec. 25 HT&B RR Co. Survey, Abst. 245 (799)	7/18 Surf. & Min.
115.	8.00	Part of Lot 51, Sec. 25 HT&B RR Co. Sec. 27, Abst. 245 (800)	7/18 Surf. & Min.
116.	10.00	Lot 31, Sec. 25 HT&B RR Co. Survey, Abat. 245 (801)	7/18 Surf. & Min.
117.	10.00	Tract 12, Sec. 10 Hooper & Wade Survey, Abst. 486 (802)	7/18 Surf. & Min.
118.	2.50	Lot 4, Block 27, Sec. 18 HT&B RR Co. Survey, Abst. 474 (803)	7/36 Surf. & Min.
119.	10.00	Lot 7, Sec. 19 HT&B RR Co. Survey, Abst. 243 (804)	7/18 Min. Int.
120.	10.00	Lot 33, Sec. 89 ACERB Survey, Abst. 417 (806)	7/18 Hin. Int.

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121.	1.00	Let 5, Bec. 46 Agent Survey, Abet. 540 (807)	7/18 Min. Int.
122,	1,00	Let 25 of Reed Sd. of Tract 8 L.H.E. Washington Survey, Abst. 386 (808)	7/16 Supf. & Min.
123.	10.00	Lot 36, Sec. 89 ACHA Survey, Abet. 417 (809)	.7/36 Min. Int.
124.	10.00	Lot hl, See. 81 HTSB RR Go. Survey, Abst. 300 (510)	7/16 Min. Int.
125.	5.00	Truct 95, Div. 7 P. J. Calvit League, Abet. 51 (811)	7/16 Minerals & part of Surf.
126.	10.00	Trest 6, 8ec. 23 Hooper & Wade Survey, Abst. 420 (812)	7/16 Minerals & part of Surf.
127.	10.00	Lot 6, Sec. 90 ACEAD Survey, Abet. 459 (813)	?/18 Min. Int.
128.	23.44	Lots 18 & 22, Sec. 1 Hooper & Wade Survey, Abst. 431 (814)	7/18 Burf. & Min.
	Acres	Description	Interest Conveyed
129.	10.00	Lot 48, Sec. 78 HT&B RR Co. Survey, Abst. 563 (815)	7/18 Min. Int.
130.	10.00	Lot 60, Sec. 20 HT&B RR Co. Survey, Abst. 506 (816)	7/72 Min. Int.
131.	•50	Tract 636, Lots 12 & 13 S. F. Austin League #2, Abst. 23 (817)	7/18 Surf. & Min.
132.	5.00	S/2 of Lot 46 Div. 92, E. Little Survey, Abst. 320 Sec. 92, ACRAB Survey, Abst. 541 (818)	7/18 Surf. & Min.
133.	16.87	Trect 9, Abst. 468 M. V. O'Donnell Survey, Abst. 468 (820)	7/18 Surf. & Min.
134.	20.00	Lots 1 & 4, Blk. 6, Sec. 22 Hooper & Wade Survey, Abst. 491 (821)	7/18 Min. Int.
135.	5.00	Tract 19, Div. 1 B. T. Archer Survey, Abat. 9 (822)	7/18 Surf. & Min.
136.	10.00	Treet 43, Block 2 E. P. Myrick Survey, Abet. 102 (823)	7/36 Min. Int. 7/18 Surface
137.	5.00	Tract 360 5. P. Austin League #2, Abst. 23 (824)	7/18 Surf. & Min.
138.	5.20	E/2 of Lot 9, Sec. 82 HTAB RR Co. Survey, Abst. 565 (825)	7/18 Surf. & Min.
139.	5.00	S/2 of Lot 51, Sec. 9 Hooper & Wade Survey, Abet. 432 (826)	7/18 Min. Int.
140.	8,02	Treat 335, Blook 12 3. P. Austin Leegue #2, Abet, 23 (827)	7/18 Burf. & Min.

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141,	Lot	Lot 8, Block 2 Town of Demon (828)	7/18 Jurs. & Min.
142,	5.00	Treat 75, Div. 10 F. J. Calvit League, Abst. 51 (829)	7/18 Surf. & Xin.
143.	5 <b>.00</b>	Tract 9, Div. 2 F. J. Calvit League, Abet. 51 (830)	7/18 Surf. & Min.
144.	5.00	Tract 116, Div. 10 F. J. Calvit League, Abst. 51 (831)	7/18 Surf. & Min.
	Acres	Description	Interest Conveyed
145.	5.00	Tract 9, Div. 5 F. J. Calvit League, Abst. 51 (832)	7/18 Suirf. & Min.
146.	5.00	Tract 8, Div. 4 F. J. Calvit League, Abst. 51 (833)	7/18 Surf. & Min.
147.	5.00	Tract 7, Div. 2 F. J. Calvit league, Abst. 51 (834)	7/18 Min. Int.
148.	5.00	Tract 89, Div. 10 F. J. Calvit League, Abst. 51 (835)	7/18 Min. Int.
149.	5.00	Tract 39, Div. 8 F. J. Calvit League, Abst. 51 (836)	7/18 Surf. & Min.
150.	5.00	Tract 98, Div. 10 F. J. Calvit League, Abst. 51 (837)	7/288 Roy. Int.
151.	8.00	Allsberry 1½ Leagues, Abst. 4 Calvin Summrall Survey, Abst. 368 S. F. Austin Labor, Abst. 34 Parker Williams Survey, Abst. 137 (838)	7/18 Surf. & Min.
J <b>ij2</b> ,	10.00	Lot 1, Abst. 671 Alf. H. H. Tolar Survey, Abst. 671 (839)	7/18 Surf. & Min.
153.	10.00	Lot 32, Sec. 10. HT&B RR Co. Survey, Abst. 505 (840)	7/18 Min. Int.
154.	10.00	Lot 11, Sec. 51 HT&B RR Co. Survey, Abst. 288 (843)	7/18 Burf. & Min.
155.	10.00	Tract 2, Sec. 25 ACHEB Survey, Abst. 412 (844)	7/18 Surf. & Min.
156.	50.00 (Und.)	Und. 12 Ac. Int. in 50 Ac. Treet R. H. Williams Survey, Abst. 683 (845)	7/18 Surf. & Min.
157.	5.00	E/2 of Lot 16, Sec. 19 HT&B RR Co. Survey, Abst. 243 (846)	7/18 Min. Int.
158.	7 - 50	Lots 1,2,3, Blk. 27, Cole Sd., Sec. 18 HT&B RR Co. Survey, Abst. 474 (847)	7/18 Surf. & Min.
159.	10.00	Lot 1, Blook 11, Sec. 22 Hooper & Wade Survey, Abst. 491 (848)	7/18 Min. Int.
160.	23.25	Treat 30, Sec. 17 Hooper & Wade Survey, Abet. 423 (849)	7/18 Min. Int.

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	Apres	Description	Interest Conveyed
161.	5.00	Frest 92, Div. 15 8, P. Austin 5 Leagues, Abst. 19 (830)	7/72 Roy. Int.
162.	10.00	Outlot 95 Town of Hanvel (851)	7/18 Min. Int.
163.	Town Lots	Lots 8, 9, 10, 11, Block 82 Town of Angleton (852)	7/288 Roy. Int.
164.	320.00 (plus)	Lots 27 to 34, inc. Geo. Harrison Survey, Abst. 73 (853)	7/18 Surf. & Min.
165.	9.89	Lot 3, Sec. 17 HTMB RR Co. Survey, Abet. 228 (854)	7/36 Min. Int.
166.	5.00	Treet 385, Div. 13 A. Calvit League, Abat. 49 (855)	7/18 Kin. Int.
167.		Tract 159, Div. 15 S. P. Austin 5 Leagues, Abst. 19 (856)	7/72 hoy. Int.
168.		"Piddlers Island" Bobt. McClure Survey, Abst. 339 (858)	7/18 Minerals & part of Surf.
169.	5.00	Tract 224, Div. 1 B. T. Archer Survey, Abst. 9 (859)	7/18 Min. (Int.
170.	5.00	Tract 64, Div. 1 B. T. Archer Survey, Abst. 9 (360)	7/18 Surf. & Min.
171.	10.00	Lot 136, Sec. 60 HT&B RR Co. Survey, Abst. 517 (861)	7/18 Surf. & Min.
172.	2.50	E/4 of Lot 31 (31-A), Sec. 89 ACRAS Survey, Abst. 417 (863)	7/18 Min. Int.
173.	9.55	Lot 7, Sec. 28 HTAB RR Co. Survey, Abst. 472 (865)	7/18 Surf. & Min.
174.		Tract 24, Sec. 8 Hooper & Wade Survey, Abst. 489 (866)	7/36 Min. Int.
175.		Lot 13-A, Sec. 10 Rooper & Wade Survey, Abet. 486 (867)	7/18 Surf. & Min.
176.		3/2 of Treat 14, Sec. 17 Rooper & Wade Survey, Abst. 423 (868)	21/72 Surf. & Min.
_	Acres	Description .	Interest Conveyed
177.	10.00	Lot 3, Sec. 1 IAGN Survey, Abst. 400 (870)	7/18 Min. Int.
176.		Lot 17-A Edward Andrews Survey, Abst. 5 (871)	7/18 Min. Int.
179.		Treats 27 & 171, Div. 1 B. T. Archer Survey, Abst. 9 (872)	7/18 Surf. & Min.
180.	5.00	Treat 187, Div. 1 B. T. Aroher Survey, Abst. 9	7/18 Min. Int.
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7/18 Min. Int.
7/18 Surf. & Kin.
7/18 Surf. & Min.
7/18 Min. Int.
7/72 Min. Int.
7/18 Surface

Filed for Record at Mary o'clock M. H., Mary J. 1997 B. R. Stevene, Jr. Clerk County Court, Brazoria Co., Texas., By Mary Action of Printy

THE STATE OF TEXAS

5190

COUNTY OF BAZ...A

- (a) All of the lands and interests in lands more particularly described in the Schedule stracked hereto marked Exhibit "A" and made a part hereof, including but without limitation by enumeration, all surface, mineral, royalty, overriding royalty, working interests, leasehold entates, and carried working interests therein; production payments thereon and net profits agreements relating therein; and all easements, rights of way, surface leases or similar estates in or affecting said land; and,
- (b) All of the personal property owned or claimed by Grantor located on or used in connection with the lands included in (a) above and (c) below, including but without limitation by enumeration, all of Grantor's interest in all oil and gas wells, and the pipe and equipment therein, thereon or used in connection therewith, all derricks, casing, tubing, connections, flow lines, separators, storage tanks, warehouses and the supplies therein; and,
- (c) In addition to any and all of the property conveyed under (a) and (b) above, all other property, both real and personal owned or claimed by Grantor in maid county.

TO HAVE AND TO HOLD the aforesaid property, together

spirity of said octabe to the grantee herein and to the three other register. beneficiaries of said Will in assertance with the terms of this instrument nd parallel instruments of conference to said other residuary beneficiaries. This conveyance effective as to oil runs, 7 A.M. April 1, 1954.

EXECUTES at Dallas, Toxes, this 19th day of APSTL, A.D. 1954.

d of the Estate of J. F. Lucey,

THE STATE OF TELAS COUNTY OF DALLAS

SEFORE WE, the undersigned authority, on this day personally appeared MORERT G. PAINE, known to me to be the per on whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed and in the expecition therein stated.

GIVEN UNDER MY MAND AND SEAL OF OFFICE, This the 15th dry of AFRIL, A.D. 1954.

ELVENA SACKSTEDER

(Division of interest - no revenue stamps necessary)

Clerk County Court, Brazoria Co., Texas,

Filed for Record at The o'clack AM., Mag.

19.5 H. R. Stevens, Jr.,

STATE OF TEXAS

COUNTY OF BRAZORIA [

THOW ALL MEN BY THESE PRESENTS:

THAT, OLD OCEAR OIL COMPANY, a Delaware Corporation authorized to do business in Texas, hereinafter called "Grantor," for and in consideration of the gum of Ten Dollars (\$10.00) and other good and valuable consideration to it paid by STANOLIND OIL AND GAS COMPANY, a corporation authorized to do business in Texas, hereinafter called "Grantee," has Bargained, Sold, Assigned and Conveyed, and does by these presents Bargain, Sell, 'Assign and Convey unto the said Grantee, the following:

The interest indicated in the tracts of land described from 1 through 186 inclusive, on Exhibit "A" which is attached hereto and made a part hereof.

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It is the intention of the Grantor to convey and Grantor does convey unto Grantee, all of Grantor's interest in the lands described in said Exhibit "A", whether the interest specified as being conveyed in said exhibit is less or more than the interest actually owned by Grantor therein.

TO HAVE AND TO HOLD the lands and interests in lands herein conveyed and described in said Exhibit "A" unto the said Grantse, its successors and assigns forever. And the said Grantor does hereby bind itself, its successors and assigns, to WARRANT and forever DEPEND all and singular the said premises unto the said Grantse, its successors and assigns, against every person whomseever lawfully claiming or to claim the same, or any part thereof, by, through or under it, but not otherwise.

This conveyance shall be effective as of 12:00 o'Clock on the night of April 30, 1954.

IN TITNESS WHEREOF, OLD OCEAN OIL COMPANT has executed this instrument this 39 day of April, 1954.

Attest:

OLD OCEAR OIL COMPANY
BY Springer (



THE STATE OF TEXAS I

BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, personally appeared FRY C. INCEKS, known to me to be the person whose name is subscribed to the foregoing instrument, and known to me to be the Wassa President of OLD OCEAN OIL COMPANY, a corporation, and acknowledged to me that he executed such instrument for the purposes and consideration therein expressed, and on behalf of and as the act and deed of said corporation and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 30

Notary Paulic in and for Harris County, Texas.

A. L. RAESENER Hotary Public in and for Harris County, Texas

EXHIBIT "A"

BRAZORIA COUNTY, TEXAS

		Certal Chief Pageste, Abert, 51	7/18 Ris - bot.
2.	9.91	Lot 4, Boggs 5d. of Treet 24 Thos. Spraggins Survey, Abst. 366 (676)	7/18 Supf. & Min.
3.	5.00	Treet.324, Div. 13 A. Calvit League, Abstract 49 (678)	7/18 Surf. & Min.
4.	5•00	Treet 85, Div. 9 R. J. Calvit League, Abst. 51 (679)	7/18 Surf. & Min.
5•	5.00	Treet 338, Div. 13 A. Calvit League, Abst. 49 (680)	7/18 Surf. & Min.
6.	5,00	Fract 110, Div. 8 F. J. Calvit League, Abst. 51 (681)	7/18 Surf. & Min.
7.	5.00	Tract 158, Div. 9 F. J. Calvit League, Abst. 51 (682)	7/288 Roy. Int.
8.	10.00	Lot 2, Sec. 76 HTAB RR Co. Survey, Abst. 562 (683)	7/18 Surf. & Min.
9.	10.00	Lot 12, Sec. 17 Hooper & Wade Survey, Abst. 423 (684)	7/18 Min. Int.
10.	5.00	Tract 113, Div. 10 F. J. Calvit League, Abst. 51 (685)	7/18 Surf. & Kin.
11.	5.00	Tract 175, Div. 15 S. F. Austin 5 Leagues, Abst. 19 (686)	7/72 Roy. Int.
12.	5.00	Tract 181, Div. 15 S. F. Austin 5 Leagues, Abst. 19 (688)	7/72 toy. Int.
13.	5,00	Tract 248, Div. 15 3. F. Adstin'5 Leagues, Abst. 19 (690)	1/2 Min. Int.
14.	5.00	Tract 228, Div. 15 S. F. Austin 5 Leagues, Abst. 19 (692)	7/72 Roy. Int.
15.	5.00	Tract 330, Div. 15 S. F. Austin 5 Leagues, Abst. 19 (694)	7/72 Roy. Int.
16.	5.00	Tract 352, Div. 13 A. Calvit League, Abst. 49 (695)	7/18 Surf. & Min.
EXHIB	FT "A", E	RAZORIA COUNTY, TEXAS (Contd.)	
	Acres	Description	Interest Conveyed
17.	5.00	Tract 376, Div. 13 A. Calvit League, Abst. 49 (696)	7/18 Min. Int.
18.	5.00	Tract 49, Div. 15 3. F. Austin 5 Leagues, Abst. 19 (698)	7/36 Hin. Int.
19.	5.00	Treat 291, Div. 15 5. P. Austin 5 Leagues, Abst. 19	7/72 Roy. Int.

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20. 5.00 Treat 340, Div. 15				and the second second
A. Calvit League, Abst. 49 (703)  22. 5.00 Theat 26A, Div. 13 A. Calvit League, Abst. 49 (704)  23. 5.00 Treat 86, Div. 8 P. J. Calvit League, Abst. 51 (705)  24. 5.00 Treat 189, Div. 15 S. P. Austin 5 Leagues, Abst. 19 (706)  25. 5.00 Treat 189, Div. 15 S. P. Austin 5 Leagues, Abst. 19 (708)  26. 5.00 Treat 189, Div. 15 S. P. Austin 5 Leagues, Abst. 19 (718 Min. Int. (707)  27. 5.00 Treat 342, Div. 15 S. P. Austin 5 Leagues, Abst. 19 (718 Min. Int. (710)  28. 5.00 Treat 342, Div. 15 S. P. Austin 5 Leagues, Abst. 19 (718 Min. Int. (710)  28. 5.00 Treat 369, Div. 13 (710)  29. 8.50 Lot 37 & part of Lot 38, Div. 15 S. P. Austin 5 Leagues, Abst. 19 (713)  30. 5.00 Treat 331, Div. 15 S. P. Austin 5 Leagues, Abst. 19 (712)  31. 5.00 S/2 of Lot 33, Sec. 67 HTML RC C. Survey, Abst. 281 (713)  32. 5.00 M/2 of 1 ot 33, Sec. 67 HTML RC C. Survey, Abst. 281 (715)  EXHIBIT "A", BRAZORIA COUNTY, TEXAS (Contd.)  Acres Description Interest Conveyed  33. 5.00 M/2 of Lot 27, Sec. 65 HTML RC C. Survey, Abst. 285 (716)  34. 5.00 Treat 1, Div. 2 P. J. Calvit League, Abst. 51 (718 Surf. & Min. Int. (719)  37. 5.00 Treat 1, Div. 2 P. J. Calvit League, Abst. 51 (718 Surf. & Min. (719)  37. 5.00 Treat 1, Div. 2 P. J. Calvit League, Abst. 51 (718 Surf. & Min. (719)  37. 5.00 Treat 1, Div. 2 P. J. Calvit League, Abst. 51 (718 Surf. & Min. (720)  37. 5.00 Treat 1, Div. 2 P. J. Calvit League, Abst. 51 (718 Surf. & Min. (720)  37. 5.00 Treat 1, Div. 2 P. J. Calvit League, Abst. 51 (718 Surf. & Min. (720)  37. 5.00 Treat 1, Div. 2 P. J. Calvit League, Abst. 51 (718 Surf. & Min. (720)	20.	5.00	S. P. Austin 5 Leagues, Abst. 19	7/72 Roy. Int.
A. Calvit League, Abst. 49 (704)  23. 5.00 Tract 46, Div. 8 F. J. Calvit League, Abst. 51 (705)  24. 5.00 Tract 245, Div. 15 S. F. Austin 5 Leagues, Abst. 19 (706)  25. 5.00 Tract 189, Div. 15 S. F. Austin 5 Leagues, Abst. 19 (708)  26. 5.00 Tract 193, Div. 15 S. F. Austin 5 Leagues, Abst. 19 (718 Min. Int. (708)  27. 5.00 Tract 322, Div. 15 S. F. Austin 5 Leagues, Abst. 19 (710)  28. 5.00 Tract 342, Div. 15 S. F. Austin 5 Leagues, Abst. 19 (712 Roy. Int. (710)  28. 5.00 Tract 369, Div. 13 (711)  29. 8.50 Lot 37 & part of Lot 38, Div. 15 S. F. Austin 5 Leagues, Abst. 19 (713)  30. 5.00 Tract 331, Div. 15 S. F. Austin 5 Leagues, Abst. 19 (713)  31. 5.00 S/2 of Lot 37, Sec. 67 HTMB RR Co. Survey, Abst. 281 (715)  20. 5.00 N/2 of lot 33, Sec. 67 HTMB RR Co. Survey, Abst. 281 (715)  EXHIBIT "A", BRAZORIA COUNTY, TEXAS (Contd.)  Acres Description Interest Conveyed  31. 5.00 Tract 1, Div. 2 F. J. Calvit League, Abst. 51 (718 Surf. & Min. Int. (717)  35. 10.00 Tract 79 & 82, Div. 10 (718)  36. 5.00 Tract 5, Div. 8 F. J. Calvit League, Abst. 51 (718 Surf. & Min. (719)  37. 5.00 Tract 1, Div. 2 F. J. Calvit League, Abst. 51 (718 Surf. & Min. (719)  37. 5.00 Tract 1, Div. 2 F. J. Calvit League, Abst. 51 (718 Surf. & Min. (719)  37. 5.00 Tract 1, Div. 2 F. J. Calvit League, Abst. 51 (718 Surf. & Min. (719)  37. 5.00 Tract 1, Div. 2 F. J. Calvit League, Abst. 51 (718 Surf. & Min. (719)  37. 5.00 Tract 1, Div. 2 F. J. Calvit League, Abst. 51 (718 Surf. & Min. (719)  37. 5.00 Tract 1, Div. 2 F. J. Calvit League, Abst. 51 (718 Surf. & Min. (719)  37. 5.00 Tract 1, Div. 2 F. J. Calvit League, Abst. 51 (718 Surf. & Min. (719)  37. 5.00 Tract 1, Div. 2 F. J. Calvit League, Abst. 51 (718 Surf. & Min. (719)  37. 5.00 Tract 1, Div. 2 F. J. Calvit League, Abst. 51 (718 Surf. & Min.	21.	5.00	A. Calvit League, Abst. 49	7/18 Surf. & Min.
P. J. Calvit League, Abst. 51 (705)  24. 5.00 Tract 245, Div. 15 S. F. Austin 5 Leagues, Abst. 19 (706)  25. 5.00 Tract 189, Div. 15 S. F. Austin 5 Leagues, Abst. 19 (708)  26. 5.00 Tract 193, Div. 15 S. F. Austin 5 Leagues, Abst. 19 (710)  27. 5.00 Tract 32, Div. 15 S. F. Austin 5 Jeagues, Abst. 19 (710)  28. 5.00 Tract 32, Div. 15 S. F. Austin 5 Leagues, Abst. 10 (710)  28. 5.00 Tract 369, Div. 13 f. Calvit League, Abst. 49 (711)  29. 8.50 Lot 37 & part of Lot 38, Div. 15 S. F. Austin 5 Leagues, Abst. 19 (713)  30. 5.00 Tract 331, Div. 15 S. F. Austin 5 Leagues, Abst. 19 (714)  31. 5.00 S/2 of Lot 33, Sec. 67 (714)  31. 5.00 S/2 of Lot 33, Sec. 67 HTME BR Co. Survey, Abst. 281 (715)  22. 5.00 N/2 of lot 33, Sec. 67 HTME RC Co. Survey, Abst. 281 (715)  EXHIBIT "A", BRAZORIA COUNTY, TETAS (Contd.)  Acres Description Interest Conveyed  33. 5.00 W/2 of Lot 227, Sec. 65 HTME RC Co. Survey, Abst. 285 (718 Min. Int. (717)  35. 10.00 Tract 39 & 82, Div. 10 F. J. Calvit League, Abst. 51 (718 Min. Int. (718)  36. 5.00 Tract 5, Div. 8 F. J. Calvit League, Abst. 51 (718 Surf. & Min. (719)  37. 5.00 Tract 11, Div. 2 F. J. Calvit League, Abst. 51 (718 Surf. & Min. (729)  37. 5.00 Tract 11, Div. 2 F. J. Calvit League, Abst. 51 (718 Surf. & Min. (729)  37. 5.00 Tract 11, Div. 2 F. J. Calvit League, Abst. 51 (718 Surf. & Min. (729)  37. 5.00 Tract 11, Div. 2 F. J. Calvit League, Abst. 51 (718 Surf. & Min. (729)  37. 5.00 Tract 11, Div. 2 F. J. Calvit League, Abst. 51 (718 Surf. & Min. (729)	22.	5.00	A. Calvit League, Abst. 49	7/18 Min. Int.
1/2 Min. Int.   1/2 Min. Int.   1/2 Min. Int.   1/2 Min. Int.   1/2 Min. Int.   1/2 Min. Int.   1/2 Min. Int.   1/2 Min. Int.   1/2 Min. Int.   1/2 Min. Int.   1/2 Min. Int.   1/2 Min. Int.   1/2 Min. Int.   1/2 Min. Int.   1/2 Min. Int.   1/2 Min. Int.   1/2 Min. Int.   1/2 Min. Int.   1/2 Min. Int.   1/2 Min. Int.   1/2 Min. Int.   1/2 Min. Int.   1/2 Min. Int.   1/2 Min. Int.   1/2 Min. Int.   1/2 Min. Int.   1/2 Min. Int.   1/2 Min. Int.   1/2 Min. Int.   1/2 Min. Int.   1/2 Min. Int.   1/2 Min. Int.   1/2 Min. Int.   1/2 Min. Int.   1/2 Min. Int.   1/2 Min. Int.   1/2 Min. Int.   1/2 Min. Int.   1/2 Min. Int.   1/2 Min. Int.   1/2 Min. Int.   1/2 Min. Int.   1/2 Min. Int.   1/2 Min. Int.   1/2 Min. Int.   1/2 Min. Int.   1/2 Min. Int.   1/2 Min. Int.   1/2 Min. Int.   1/2 Min. Int.   1/2 Min. Int.   1/2 Min. Int.   1/2 Min. Int.   1/2 Min. Int.   1/2 Min. Int.   1/2 Min. Int.   1/2 Min. Int.   1/2 Min. Int.   1/2 Min. Int.   1/2 Min. Int.   1/2 Min. Int.   1/2 Min. Int.   1/2 Min. Int.   1/2 Min. Int.   1/2 Min. Int.   1/2 Min. Int.   1/2 Min. Int.   1/2 Min. Int.   1/2 Min. Int.   1/2 Min. Int.   1/2 Min. Int.   1/2 Min. Int.   1/2 Min. Int.   1/2 Min. Int.   1/2 Min. Int.   1/2 Min. Int.   1/2 Min. Int.   1/2 Min. Int.   1/2 Min. Int.   1/2 Min. Int.   1/2 Min. Int.   1/2 Min. Int.   1/2 Min. Int.   1/2 Min. Int.   1/2 Min. Int.   1/2 Min. Int.   1/2 Min. Int.   1/2 Min. Int.   1/2 Min. Int.   1/2 Min. Int.   1/2 Min. Int.   1/2 Min. Int.   1/2 Min. Int.   1/2 Min. Int.   1/2 Min. Int.   1/2 Min. Int.   1/2 Min. Int.   1/2 Min. Int.   1/2 Min. Int.   1/2 Min. Int.   1/2 Min. Int.   1/2 Min. Int.   1/2 Min. Int.   1/2 Min. Int.   1/2 Min. Int.   1/2 Min. Int.   1/2 Min. Int.   1/2 Min. Int.   1/2 Min. Int.   1/2 Min. Int.   1/2 Min. Int.   1/2 Min. Int.   1/2 Min. Int.   1/2 Min. Int.   1/2 Min. Int.   1/2 Min. Int.   1/2 Min. Int.   1/2 Min. Int.   1/2 Min. Int.   1/2 Min. Int.   1/2 Min. Int.   1/2 Min. Int.   1/2 Min. Int.   1/2 Min. Int.   1/2 Min. Int.   1/2 Min. Int.   1/2 Min. Int.   1/2 Min. Int	23.	5.00	F. J. Calvit League, Abst. 51	7/18 Surf. & Min.
7/18 Min. Int.  7/18 Min. Int.  7/18 Min. Int.  26. 5.00 Tract 193, Div. 15 5. P. Austin 5 leagues. Abst. 19 7/18 Min. Int.  7/18 Min. Int.  7/18 Min. Int.  7/18 Min. Int.  7/18 Min. Int.  7/18 Min. Int.  7/18 Min. Int.  7/18 Min. Int.  7/18 Min. Int.  7/18 Min. Int.  7/18 Min. Int.  7/18 Min. Int.  7/18 Min. Int.  7/18 Min. Int.  7/18 Min. Int.  7/18 Min. Int.  7/18 Min. Int.  7/18 Min. Int.  7/18 Min. Int.  7/18 Min. Int.  7/18 Min. Int.  7/18 Min. Int.  7/18 Min. Int.  7/18 Min. Int.  7/18 Min. Int.  7/18 Min. Int.  7/18 Min. Int.  7/18 Min. Int.  7/18 Min. Int.  7/18 Min. Int.  7/18 Min. Int.  7/18 Min. Int.  7/18 Min. Int.  7/18 Min. Int.  7/18 Min. Int.  7/18 Min. Int.  7/18 Min. Int.  7/18 Min. Int.  7/18 Min. Int.  7/18 Min. Int.  7/18 Min. Int.  7/18 Min. Int.  7/18 Min. Int.  7/18 Min. Int.  7/18 Min. Int.  7/18 Min. Int.  7/18 Min. Int.  7/18 Min. Int.  7/18 Min. Int.  7/18 Min. Int.  7/18 Min. Int.  7/18 Min. Int.  7/18 Min. Int.  7/18 Min. Int.  7/18 Min. Int.  7/18 Min. Int.  7/18 Min. Int.  7/18 Min. Int.  7/18 Min. Int.  7/18 Min. Int.  7/18 Min. Int.  7/18 Min. Int.  7/18 Min. Int.  7/18 Min. Int.  7/18 Min. Int.  7/18 Min. Int.  7/18 Min. Int.  7/18 Min. Int.  7/18 Min. Int.  7/18 Min. Int.  7/18 Min. Int.  7/18 Min. Int.  7/18 Min. Int.  7/18 Min. Int.  7/18 Min. Int.  7/18 Min. Int.  7/18 Min. Int.  7/18 Min. Int.  7/18 Min. Int.  7/18 Min. Int.  7/18 Min. Int.  7/18 Min. Int.  7/18 Min. Int.  7/18 Min. Int.  7/18 Min. Int.  7/18 Min. Int.  7/18 Min. Int.  7/18 Min. Int.  7/18 Min. Int.  7/18 Min. Int.  7/18 Min. Int.  7/18 Min. Int.  7/18 Min. Int.  7/18 Min. Int.  7/18 Min. Int.  7/18 Min. Int.  7/18 Min. Int.  7/18 Min. Int.  7/18 Min. Int.  7/18 Min. Int.  7/18 Min. Int.  7/18 Min. Int.  7/18 Min. Int.  7/18 Min. Int.  7/18 Min. Int.  7/18 Min. Int.  7/18 Min. Int.  7/18 Min. Int.  7/18 Min. Int.  7/18 Min. Int.  7/18 Min. Int.  7/18 Min. Int.  7/18 Min. Int.  7/18 Min. Int.  7/18 Min. Int.  7/18 Min. Int.  7/18 Min. Int.  7/18 Min. Int.  7/18 Min. Int.  7/18 Min. Int.  7/18 Min. Int.  7	24.	5.00	S. F. Austin 5 Leagues, Abst. 19	1/2 Min. Int.
3. F. Austin 5 leagues. Abst. 19 (710)  77. 5.00 Tract 3½2, Div. 15 S. P. Austin 5 Leagues, Abst. 19 (710)  77. 77. 80y. Int. (710)  77. 80y. Int. (711)  77. 80y. Int. (711)  77. 80y. Int. (711)  77. 80y. Int. (711)  77. 80y. Int. (711)  77. 80y. Int. (711)  77. 80y. Int. (711)  77. 80y. Int. (711)  77. 80y. Int. (712)  77. 80y. Int. (713)  77. 80y. Int. (713)  77. 80y. Int. (713)  77. 80y. Int. (713)  77. 80y. Int. (714)  77. 80y. Int. (715)  77. 80y. Int. (715)  77. 80y. Int. (716)  77. 80y. Int. (717)  77. 80y. Int. (718)  77. 80y. Int. (719)  77. 80y. Int. (718)  77. 80y. Int. (719)  77. 80y. Int. (718 Min. Int. (719)  77. 80y. Int. (718 Min. Int. (719)  77. 80y. Int. (718 Min. Int. (718 Min. Int. (719)  77. 77. 77. 80y. Int. (718 Min. Int. (718 Min. Int. (718 Min. Int. (718 Min. Int. (718 Min. Int. (718 Min. Int. (718 Min. Int. (718 Min. Int. (718 Min. Int. (718 Min. Int. (718 Min. Int. (718 Min. Int. (718 Min. Int. (718 Min. Int. (718 Min. Int. (718 Min. Int. (718 Min. Int. (718 Min. Int. (718 Min. Int. (718 Min. Int. (718 Min. Int. (718 Min. Int. (718 Min. Int. (718 Min. Int. (718 Min. Int. (718 Min. Int. (718 Min. Int. (718 Min. Int. (718 Min. Int. (718 Min. Int. (718 Min. Int. (718 Min. Int. (718 Min. Int. (718 Min. Int. (718 Min. Int. (718 Min. Int. (718 Min. Int. (718 Min. Int. (718 Min. Int. (718 Min. Int. (719)  77. 77. 77. 77. 77. 77. 77. 77. 77. 77	25.	5.00	S. F. Austin 5 Leagues, Abst. 19	7/18 Min. Int.
8. F. Austin 5 Leagues, Abst. 19 (770)  28. 5.00 Tract 369, Div. 13 f. Calvit League, Abst. 49 (711)  29. 8.50 Lot 37 & part of Lot 38, Div. 15 S. P. Austin 5 Leagues, Abst. 19 (713)  30. 5.00 Tract 331, Div. 15 S. P. Austin 5 Leagues. Abst. 19 (714)  31. 5.00 S/2 of Lot 33, Sec. 67 HTMB RR Co. Survey, Abst. 281 (715)  32. 5.00 N/2 of 1 ot 33, Sec. 67 HTMB RR Co. Survey, Abst. 281 (715)  EXHIBIT "A", BRAZORIA COUNTY, TEXAS (Contd.)  Acres Description Interest Conveyed  33. 5.00 W/2 of Lot 227, Sec. 65 HTMB RR Co. Survey, Abst. 285 (716)  34. 5.00 Tract 1, Div. 2 F. J. Calvit League, Abst. 51 (718)  35. 10.00 Tracts 79 & 82, Div. 10 F. J. Calvit League, Abst. 51 (718)  36. 5.00 Tract 5, Div. 8 F. J. Calvit League, Abst. 51 (718)  37. 5.00 Tract 1, Div. 2 F. J. Calvit League, Abst. 51 (718 Surf. & Min. 1718)  37. 5.00 Tract 1, Div. 2 F. J. Calvit League, Abst. 51 (718 Surf. & Min. 1718)  37. 5.00 Tract 1, Div. 2 F. J. Calvit League, Abst. 51 (718 Surf. & Min. 1718)  37. 5.00 Tract 11, Div. 2 F. J. Calvit League, Abst. 51 (718 Surf. & Min. 1718)  37. 5.00 Tract 11, Div. 2 F. J. Calvit League, Abst. 51 (720)	26 <b>.</b>	5.00	S. F. Austin 5 leagues. Abst. 19	7/18 Min. Int.
7/18 Min. Int. 7/18 Min. Int. 7/18 Min. Int. 7/18 Min. Int. 7/18 Min. Int. 7/18 Min. Int. 7/18 Min. Int. 7/18 Min. Int. 7/18 Min. Int. 7/18 Min. Int. 7/19 7/19 7/19 7/19 7/19 7/19 7/19 7/19	27	5.00	S. F. Austin 5 Leagues, Abst. 19	7/72 Roy. Int.
S. F. Austin 5 Leagues, Abst. 19 (713)  30. 6.00 Tract 331, Div. 15 S. F. Austin 5 Leagues. Abst. 19 (714)  31. 5.00 S/2 of Lot 33, Sec. 67 HTAB RR Co. Survey, Abst. 281 (715)  32. 5.00 N/2 of lot 33, Sec. 67 HTAB RR Co. Survey, Abst. 281 (715)  EXHIBIT "A", BRAZORIA COUNTY, TEXAS (Contd.)  Acres Description Interest Conveyed  33. 5.00 W/2 of Lot 227, Sec. 65 HTAB RR Co. Survey, Abst. 285 (716)  34. 5.00 Trect 1, Div. 2 F. J. Calvit League, Abst. 51 (717)  35. 10.00 Tracts 79 & 82, Div. 10 P. J. Calvit League, Abst. 51 (718)  36. 5.00 Tract 5, Div. 8 F. J. Calvit League, Abst. 51 (718)  37. 5.00 Tract 1, Div. 2 F. J. Calvit League, Abst. 51 (718 Surf. & Min. (719)  37. 5.00 Tract 1, Div. 2 F. J. Calvit League, Abst. 51 (718 Surf. & Min. (719)  37. 5.00 Tract 11, Div. 2 F. J. Calvit League, Abst. 51 (720)  40.00 Lot 7, Block H	28.	5 <b>.00</b>	f. Calvit League, Abst. 49	7/18 Min. Int.
31. 5.00 S/2 of Lot 33, Sec. 67 HTMB RR Co. Survey, Abst. 281 7/13 Surf. & Min. (715)  22. 5.00 N/2 of I ot 33, Sec. 67 HTMB RR Co. Survey, Abst. 281 7/36 Min. Int. (715)  EXHIBIT "A", BRAZORIA COUNTY, TEXAS (Contd.)  Acres Description Interest Conveyed  33. 5.00 W/2 of Lot 227, Sec. 65 HTMB RR Co. Survey, Abst. 285 7/36 Surf. & Min. (716)  34. 5.00 Treat 1, Div. 2 F. J. Calvit League, Abst. 51 7/18 Min. Int. (717)  35. 10.00 Tracts 79 & 82, Div. 10 P. J. Calvit League, Abst. 51 7/18 Surf. & Min. (718)  36. 5.00 Tract 5, Div. 8 P. J. Calvit League, Abst. 51 7/18 Surf. & Min. (719)  37. 5.00 Treat 11, Div. 2 F. J. Calvit League, Abst. 51 7/18 Surf. & Min. (720)  40.00 Lot 7, Block H	29.	8.50	S. F. Austin 5 Leagues, Abst. 19	1/4 Min. Int.
#### RR Co. Survey, Abst. 281 7/13 Surf. & Min. (715)  22. 5.00 N/2 of I ot 33, Sec. 67	30.	5 <b>.00</b>	S. F. Austin 5 Leagues. Abst. 19	7/72 Roy. Int.
#TREB RR Co. Survey, Abst. 281 7/36 Min. Int. (715)  EXHIBIT "A", BRAZORIA COUNTY, TEXAS (Contd.)  Acres Description Interest Conveyed  33. 5.00 W/2 of Lot 227, Sec. 65	31.	5.00	HT&B RR Co. Survey, Abst. 281	7/13 Surf. & Min.
Acres Description Interest Conveyed  33. 5.00 W/2 of Lot 227, Sec. 65 HT&B RR Co. Survey, Abst. 285 7/36 Surf. & Min. (716)  34. 5.00 Trect 1, Div. 2 F. J. Calvit League, Abst. 51 7/18 Min. Int. (717)  35. 10.00 Tracts 79 & 82, Div. 10 F. J. Calvit League, Abst. 51 7/18 Surf. & Min. (718)  36. 5.00 Tract 5, Div. 8 F. J. Calvit Jeague, Abst. 51 7/18 Surf. & Min. (719)  37. 5.00 Tract 11, Div. 2 F. J. Calvit League, Abst. 51 7/18 Surf. & Min. (720)  40.00 Lot 7, Block H	-	·	HT&B RR Co. Survey, Abst. 281 (715)	7/36 Min. Int.
33. 5.00 W/2 of Lot 227, Sec. 65 HT&B RR Co. Survey, Abst. 285 7/36 Surf. & Min. (716)  34. 5.00 Trect 1, Div. 2 F. J. Calvit League, Abst. 51 7/18 Min. Int. (717)  35. 10.00 Tracts 79 & 82, Div. 10 F. J. Calvit League, Abst. 51 7/18 Surf. & Min. (718)  36. 5.00 Tract 5, Div. 8 F. J. Calvit league, Abst. 51 7/18 Surf. & Min. (719)  37. 5.00 Tract 11, Div. 2 F. J. Calvit League, Abst. 51 7/18 Surf. & Min. (720)	EXHIB	IT "A", BR	AZORIA COUNTY, TEXAS (Contd.)	•
#T&B RR Co. Survey, Abst. 285 7/36 Surf. & Min. (716)  34. 5.00 Trect 1, Div. 2 F. J. Calvit League, Abst. 51 7/18 Min. Int. (717)  35. 10.00 Tracts 79 & 82, Div. 10 F. J. Calvit League, Abst. 51 7/18 Surf. & Min. (718)  36. 5.00 Tract 5, Div. 8 F. J. Calvit Jeague, Abst. 51 7/18 Surf. & Min. (719)  37. 5.00 Tract 11, Div. 2 F. J. Calvit League, Abst. 51 7/18 Surf. & Min. (720)		Acres	Description	Interest Conveyed
F. J. Calvit League, Abst. 51 7/18 Min. Int.  (717)  35. 10.00 Tracts 79 & 82, Div. 10 F. J. Calvit League, Abst. 51 7/18 Surf. & Min.  (718)  36. 5.00 Tract 5, Div. 8 F. J. Calvit League, Abst. 51 7/18 Surf. & Min.  (719)  37. 5.00 Tract 11, Div. 2 F. J. Calvit League, Abst. 51 7/18 Surf. & Min.  (720)	33.	5•00	HT&B RR Co. Survey, Abst. 285	7/36 Surf. & Min.
F. J. Calvit Lengue, Abst. 51 7/18 Surf. & Min. (718)  36. 5.00 Tract 5, Div. 8 F. J. Calvit League, Abst. 51 7/18 Surf. & Min. (719)  37. 5.00 Tract 11, Div. 2 F. J. Calvit League, Abst. 51 7/18 Surf. & Min. (720)	34•	5.00	F. J. Calvit League, Abst. 51	7/18 Min. 1nt.
F. J. Calvit League, Abst. 51 7/18 Surf. & Min. (719)  37. 5.00 Tract 11, Div. 2 F. J. Calvit League, Abst. 51 7/18 Surf. & Min. (720)  40.00 Lot 7, Block H	35.	10.00	F. J. Calvit League, Abst. 51	7/18 Surf. & Min.
F. J. Calvit League, Abst. 51 7/18 Surf. & Min. (720)	36₊	5+00	F. J. Calvit League, Abst. 51	7/18 Surf. & Min.
TO TOO TOO I DIOCK H	37•	5.00	F. J. Calvit League, Abst. 51	7/18 Surf. & Min.
	79	40-00		7/18 Surf. & Min.

101		Merika kanala di Antonia di Antonia di Antonia di Antonia di Antonia di Antonia di Antonia di Antonia di Antonia	
39.	5-00	#78 of Lot 6, Sec. 10 2723 18 00. Survey, Abst. 478 (722)	7/18 Min. Int.
40.	20.00	Treet 7, Block 4 E. P. Myrick Survey, Abst. 102 (723)	7/18 Surface 7/36 Min. Int.
41.	14,00	Lot 45 & S.3 Ac. of Lot 46, Blk. 2 B. P. Myrick Survey, Abst. 102 (704)	7/18 Surface 7/36 Min. Int.
42.	5.00	Lot 1, Block 9, Wild Peach Sd. 3. F. Austin 7-1/3 Leagues, Abst. 20 (726)	7/18 Surf. & Min.
43.	33.14	Tracts 13 & 14, Sec. 10 HT&B RR Co. Survey, Abst. 478 (727)	7/72 Min. Int.
hù.	20 <b>.</b> 00	Lot 15, Sec. 16 Hoomer & Wade Survey, Abat. 480 (728)	7/18 Min. Int.
45.	10.00	Tract 653, Sec. 56 HT&B RR Co. Survey, Abst. 515 (729)	7/18 Min. Int.
# <b>6</b> •	10.00	Tract 45, Sec. 25 HTMB RR Co. Survey, Abst. 245 (730)	7/18 Surf. & Min.
47.	20.00	Tracts 20 & 21, Sec. 8 Hooper & Wade Survey, Abst. 489 (731)	7/18 Min. Int.
48.	22.00	Tract 4, Sec. 21 HT&B RR Co. Survey, Abst. 230 (732)	7/36 Min. Int.
EXHIE	STI "A" E	RAZORIA COUNTY, TEXAS (Contd.)	
	heres	<u>Description</u>	Interest Conveyed
şů*	20.00	Tract 8 John Martin Survey, Abst. 331 (733)	7/18 Surf. & Min.
<b>50.</b>	40.00	Lots 1, 2, 3, 4, Sec. 4 HT&B RR Co. Survey, Abst. 498 (734)	7/18 Surf. & Min.
51.	24.00	S. F. Austin 3 Labor, Abst. 30 (755)	7/18 Min. Int.
52.	10.00	Lots 28 & 30, Blk. 8, Wild Peach 3d. S. P. Austin 7-1/3 Leagues, Abst. 20 (736)	7/18 Min. Int.
53.	10.00	Tract 331, Sec. 2 Lavaca Navigation Co. Survey, Abst 531 (737)	7 '8 wrf. & Min.
54.	12,50	Lots 5 & 8, Blk.16, Wild Peach Sd. S. F. Austin 7-1/3 Leagues, Abst. 20 (738)	7/18 Surf. & Min.
55•	5.00	Lot 25, Blk. 8, Wild Peach 3d. S. F. Austin 7-1/3 Leagues, Abst. 20 (739)	7/18 Surf. & Min.
56.	5 <b>.0</b> 0	Lot 12, Blk. 16, Wild Peach 5d. S. F. Austin 7-1/3 Leagues, Abst. 20 (740)	7/18 Surf. & Min.
l		The state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the s	

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58.	20.00	Lots 26 & 28, Sec. 67 HT2B RR Co. Survey, Abst. 281 (742)	7/18 Supr. & Mis.
59.	10,00	Lot 158, Sec. 66 HT&B RR Co. Survey, Abst. 560 (742)	7/16 Surf. a Nin.
60.	10.00	Tract 650, Sec. 56 HT&B RR Co. Survey, Abst. 515 (742)	7/18 Min. Int.
61.	10.00	Tract 317, Sec. 3 Lavaca Navigation Co. Survey, Abst. 32 (742)	8 7/18 Surf. & Kin.
62.	1.00	John Martin Survey, Abst. 331 (743)	7/18 Surf. & Min.
63.	2.50	N/2 of Tract 58, Sec. 26 IAGN Survey, Abst. 619 (744)	7/18 Surf. & Min.
64,	10.50	To RR Survey, Abst. 675	7/36 Min. Int.
EXHIB	IT "A", B	RAZORIA COUNTY, THEAS (Contd.)	
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	Acres	Description	Interest Conveyed
65.	9.60	Lot 3, Blk. 23, Sec. 4 T C RR Survey, Abst. 675 (746)	7/36 Min. Int.
66.	4.94	Lot 32, Cohen's 3d. John Brown 1/4 League, Abst. 48 (747)	7/18 Surf. & Kin.
67.	5:00	5/2 of Stamm 4 Ac. Tract, Sec. 14	7/18 Surf. & Min.

HTAB RR Co. Survey, Abst. 449 (748) 7/18 Surf. & Min. Lot 89, Jenkins Sd. W. D. C. Hall League, Abst. 70 (749) 68. 10.00 7/18 Min. Int. Part of Tract 9, Div. 3 A. Mitchell Survey, Abst. 98 (751) 69+ - •90 7/18 Minerals & part of Surf. Tract 7, Div. 3 A. Mitchell Survey, Abst. 98 (751) 5400 70. 7/18 Minerals & part of Surf. Treot 8, Div. 3 A. Mitchell Survey, Abst. 98 (752) 5:00 7/18 Minerals & part of Surf. Treot 4, Div. 3 A. Mitchell Survey, Abst. 98 (753) 72: 5.00 . 7/18 Minerals & part of Surf Treat 6, Div. 3
A. Mitchell Survey, Abst. 98
(754)
Treat 5, Div. 3
A. Mitchell Survey, Alet. 98
(755) 5:00

76: 5.00 Frot 85 Mars

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77	5.00	Tract 20, Div. 9 F. J. Calvit League, Abst. 51 (758)	7/18.Surf. & Min.
78	. Town Lot	Tot 3, Block 539 Town of Velasco (758)	7/18 Surf. & Min.
79	5.00	Tract 177, Div. 9 F. J. Calvit League, Abst. 51 (759)	7/18 Surf. & Min.
₽o	. 5.00	Tract 45, Div. 8 F. J. Calvit League, Abst. 51 (760)	7/18 Surf. & Min.
<u>EX</u>	HIBIT "A".	BRAZORIA COUNTY, TEXAS (Contd.)	
	Acres	Description	Interest Conveyed
81	. 5.00	Tract 10, Div. 2 P. J. Calvit League, Abst. 51 (761)	7/18 Surf. & Min.
82	5.00	Tract 179, Div. 9 F. J. Calvit League, Abst. 51 (763)	7/18 Surf. & Min.
83	. 5.00	Tract 128, Div. 9 F. J. Calvit Feague, Abst. 51 (764)	7/18 Min. Int.
81	. 5.00	Tract 134, Div. 9 F. J. Calvit League, Abst. 51 (765)	7/18 Min. Int.
85	. 5.00	Tract 10, Div. 4 P. J. Calvit League, Abst. 51 (766)	7/18 Surf. & Min.
	- 5-00	Tract 85, Div. 8 P. J. Calvit League, Abst. 51 (767)	7/18 Surf. & Min.
87	. 5.00	Tract 191, Div. 15 S. F. Austin 5 Leagues, Abst. 19 (768)	7/18 Nin. Int.
88	. 5.00	Tract 223, Div. 15 S. F. Austin 5 Leagues, Abst. 19 (770)	7/18 Min. Ent.
69	. 80.00	Sec. 38 HT&B RR Co. Survey, Abst. 556 (771)	7/18 Min. Int.
90	. 10.00	Lot 37, Blk. A, N. Chatfield Sd. Prancis Moore League, Abst. 100 (772)	7/18 Min. Int.
91	. 10.00	Lot 39, Sec. 23 Rooper & Wade Survey, Abst. 420 (773)	7/18 Min. Int.
òS	. 5.00	NW/2 of Lot 19, Sec. 28 HT&B RR Co. Survey, Abst. 472 (774)	7/18 Surf. & Min.
93	. 20.00	Lot 10, Sec. 16 Hooper & Wade Survey, Abst. 480 (775)	7/18 Min. Int.
òπ	. 20.00	Lots 15 & 40, Sec. 25 HT&B RR Co. Survey, Abst. 245 (776)	7/18 Surf. & Min.
95	10.00	Tract 11-A, Sec. 1 IAGH Survey, Abst. 400 (777)	7/18 Min. Int.

96.	20.12	Tracts 470, 471, 472 & 473 S. F. Austin League #2, Abst. (778)	23
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7/18 Surf. & Min.

## EXHIBIT "A", BRAZORIA COUNTY, TEXAS (Contd.)

	Acres	Description	Interest Conveyed
97.	15.00 (16.69)	Tracts 522, 523 & 524 S. P. Austin Lesgue #2, Abst. 22 (779)	7/19 Surf. & Min.
98.	3.00	Lots 5, 6 & 22, Tr. P, Bood 51. L.M.H. Weshington Survey, Abst. 286 (780)	7/19 Sunf. & Min.
90.	5:00	Tract 21, Div. 9 F. J. Calvit League. Abet. 51 (782)	7/19 Sunf. 2 Min.
100.	5.00	Pract Ro, Div. 10 P. J. Calvit Longue, Abst. 61 (783)	T/10 Supt. A Min.
103.	5.00	Twent RF, THY, O F. J. Oplytt Inague, Abst. 51 (781)	glia supplie Hin.
102.	5.00	Treet Pr. Div. 30 P. J. Colvit Langue, Abst. 63 (785)	7/1º Min. Int.
103.	5.00	Tract 24, Div. 8 P. J. Calvit League, Abst. 51 (786)	マ/J Sumf. F Min.
10½.	5.00	Theat 30, here Q B. J. Gelest Longue, Abot, Et (1977)	TAR SHAP, & Min.
105.	₽*UU	(200) A 's' Defines I valuate' pas' Es manut of pass' o	म्पूर्वे दश्चन्त्रः १८ सन्त्रेत्
106.	5.00	(udú) B' d' Varpun Zilanch, sput' û wasat is ber's	n/16 Wh. Int.
107.	5.00	(790) B. T. Apopon Sunter, that, a	- اين و درسيال د ۱۹۵۷ -
10P.	5.00	Theat PS, Try, 3 B. T. Aroben Sunvey, that. 9 (791)	m/19 Sumf. & Win.
109.	5.00	Tract 37, Div. 35 S. F. Austin 5 Leagues, Abet. 10 (70b)	T/10 Min. Int.
110.	5.00	Treet 41, Div. 11 P. J. Celvit League, Abst. 51 (795)	7/1° Surf. & Min.
227.	5.00	Tract 117, Div. 10 F. J. Calvit League, Abst. 51 (796)	7/18 Surf. & Min.
112.	10.00	Tract 18, Sec. 8 Hooper & Wede Survey, Abst. 499 (797)	7/36 Min. Int.

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	Acres '	Description	Interest Conveyed
113.	5.00	Tract 55, Div. 15 S. F. Austin 5 Leagues, Abst. 19 (798)	7/18 Min. Int.
1)4.	10.00	Lot 32, Sec. 25 HT&B RR Co. Survey, Abst. 245 (799)	7/18 Surf. & Min.
115.	8.00	Part of Lot 51, Sec. 25 HTaB RR Co. Survey, Abst. 245 (800)	7/18 Surf. & Min.
116.	10.00	Lot 31, Sec. 25 HT&B RR Co. Survey, Abst. 245 (801)	7/18 Surf. & Min.
117.	10.00	Tract 12, Sec. 10 Rooper & Wade Survey, Abst. 486 (802)	7/18 Surf. & Min.
138.	2.50	Lot 4, Block 27, Sec. 18 HT&B RR Co. Survey, Abst. 474 (803)	7/36 Surf. & Min.
119.	10.00	Lot 7, Sec. 19 HT&B RR Co. Survey, Abst. 243 (804)	7/18 Min. Int.
120.	10.00	Lot 33, Sec. 89 ACEMB Survey, Abst. 417 (806)	7/18 Min. Int.
121.	1.00	Let 5, Sec. 88 ACREB Survey, Abst. 540 (807)	7/18 Min. Int.
lus.	1,00	Lot 25 of Reed Sd. of Tract 8 L.M.H. Weshington Survey, Abst. 386 (808)	7/18 Surf. & Min.
. قدير	10.00	Lot 36, Sec. 89 ACHRE Survey, Abst. 417 (809)	7/36 Min. Int.
12h.	10.00	Lot 41, Sec. 81 HT&B RR Co. Survey, Abst. 300 (810)	7/18 Min. Int.
125.	5.00	Tract 95, Div. 7 P. J. Calvit League, Abst. 51 (811)	7/18 Minerals & part of Surf.
126.	10.00	Tract 6, Sec. 23 Hooper & Wade Survey, Abst. 420 (812)	7/18 Minerals & part of Surf.
127.	10.00	Lot 6, Sec. 90 ACRES Survey, Abst. 459 (813)	7/18 Min. Int.
128.	23.44	Lots 18 & 22, Sec. 1 Hooper & Wade Survey, Abst. 431 (814)	7/18 Surf. & Min.
EXHIB.	IT "A", BR	AZORIA COUNTY, TEXAS (Contd.)	
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	Acres	Description .	Interest Conveyed
129.	10.00	Lot 48, Sec. 78 HTaB RR Co. Survey, Abet. 563 (815)	7/18 Min. Dat.
130.	10.00	Lot 60, Sec. 20 HTeB RR Co. Survey, Abst. 506 (816)	7/72 Min. Int.
		the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the co	

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131.	.50	Tract 636, Lots 12 & 13 3. F. Austin League #2, Abst. 23 (817)	7/18 Surf. & Min.
132.	5.00	S/2 of Lot 46 Div. 92, E. Little Survey, Abst. 320 Sec. 92, ACHAB Survey, Abst. 541 (818)	7/18 Surf. & Min.
133.	16.87	Tract 9, Abst. 468 M. V. O'Donnell Survey, Abst. 468 (820)	7/18 Surf. & Min.
134.	20.00	Lots 1 & 4, Blk. 6, Sec. 22 Rooper & Wade Survey, Abst. 491 (821)	7/18 Min. Int.
135.	5.00	Tract 19, Div. 1 B. T. Archer Survey, Abst. 9 (82?)	7/18 Surf. & Min.
136.	10.00	Tract 43, Block 2 E. P. Myrick Survey, Abst. 102 (823)	7/36 Min. Int. 7/18 Surface
137.	5.00	Tract 360 S. P. Austin League #2, Abst. 23 (824)	7/18 Surf. & Min.
138.	5.20	E/2 of Lot 9, Sec. 82 HT&B RR Co. Survey, Abst. 565 (825)	7/18 Surf. & Min.
139.	5.00	S/2 of Lot 51, Sec. 9 Hoopen & Wede Survey, Abst. 432 (826)	7/18 Min. Int.
1 ^h 0.	8.02	Tract 325, Flock 12 S. F. Austin League #2, Abst. 23 (827)	7/18 Surf. & Min.
141.	Town 1 ot	Lot 8, Block 2 Town of Damon (828)	7/19 Surf. & Min.
142.	5.00	Tract 75, Div. 10 F. J. Calvit League, Abst. 51 (829)	7/18 Surf. % Min.
143.	5.00	Tract 9, Div. ? F. J. Calvit League, Abst. 51 (830)	7/18 Surf. & Min.
1 n p .	5.00	Tract 116, Div. 10 F. J. Calvit League, Abst. 51 (831)	7/18 Surf. & Man.
EXHIB	IT "A", B	RAZORIA COUNTY, TEXAS (Contd.)	
	Acres.	Description	Interest Conveyed
145.	5.00	Tract 9, Div. 5 F. J. Calvit League, Abst. 51 (832)	7/18 Surf. & Min.
146.	5.00	Tract 8, Div. 4 F. J. Calvit League, Abst. 51 (833)	7/18 Surf. & Min.
147.	5-00	Tract 7, Div. 2 F. J. Calvit league, Abst. 51 (834)	7/18 Min. Int.
148,	5-00	Tract 89, Div. 10 F. J. Calvit League, Abst. 51 (835)	7/18 Min. Int.
149,	5.00	Tract 39, Div. 8 P. J. Calvit League, Abst. 51 (836)	7/18 Surf. & Min.

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150.	5.00	Tract 98, Div. 10 P. J. Calvit League, Abst. 51 (827)	7/288 Roy. Int.
151.	8.00		7/18 Surf. & Min.
152.	10,00	(838) Lot 1, Abst. 671 Alf. H. H. Tolar Survey, Abst. 671 (839)	7/18 Surf. & Min.
153.	10.90	Lot 32, Sec. 10 HT&B RR Co. Survey, Abst. 505 (840)	7/18 Min. Int.
154.	10.00	Lot 11, Sec. 51 HT&B RR Co. Survey, Abst. 288 (843)	7/18 Surf. & Min.
155.	10,00	Tract 2, Sec. 25 ACHAB Survey, Abst. 412 (844)	7/18 Surf. & Min.
156.	50.00 (Und.)	Und. 12 Ac. Int. in 50 Ac. Tract R. H. Williams Survey, Abst. 683 (845)	7/18 Surf. & Min.
157.	5.00	E/2 of Lot 16, Sec. 19 HT&B RR Co. Survey, Abst. 243 (346)	7/18 Min. Int.
158.	7,50	Lots 1,2,3, Blk. 27, Cole Sd., Sec. 18 HT&B RR Co. Survey, Abst. 474 (847)	7/18 Surf. & Min.
150.	10.00	Lot 1, Block 11, Sec. 22 Hooper & Wade Survey, Abst. 491 (848)	7/18 Min. Int.
160.	-3: 2	Tract 30, Sec. 17 Hooper & Wade Survey, Abst. 423 (849)	7/18 Min. Int.
EXHIB	SIT "A", B	BRAZORIA COUNTY, TEXAS (Contd.)	
İ	Acres	Description	Interest Conveyed
161.	5.00	Tract 92, Div. 15 S. F. Austin 5 Leagues, Abst. 19 (850)	7/72 Roy., Int.
162.	10.00	Outlot 95 Town of Manvel (851)	7/18 Min. Int.
163.	Town Lots	Lots 8, 9, 10, 11, Block 82 Town of Angleton (852)	7/288 Roy. Int.
164.	320.00 (plus)	Lots 27 to 34, inc. Gec. Harrison Survey, Abst. 73 (853)	7/18 Surf. & Min.
165.	9,89	Lot 3, Sec. 17 HT&B RR Co. Survey, Abst. 228 (854)	7/36 Min. Int.
146.	5.00	Tract 385, Div. 13 A. Calvit League, Abst. 49 (855)	7/18 Min. Int.
167.	5.00	Trect 159, Div. 15 S. P. Austin 5 Leagues, Abst. 19 (856)	7/72 Roy. Int.
168.	20.00	"Piddlers Island" Robt. NcClure Survey, Abst. 339 (858)	7/18 Ninerals & part of Surf.

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169.	. 5.00	Tract 224, Div. I B. T. Archer Survey, Abst. 9 (859)	7/1: Min. Int.
170.	5.00	Tract 64, Div. 1 B. T. Archer Survey, Abst. 9 (860)	7/18 Surf. & Min.
171.	10.00	Lot 130, Sec. 60 FTWR 5R Co. Survey, Abst. 517 (861)	.7/18 Surf. # Min.
172.	2.50	E/4 of Lot 31 (31-A), Sec. 89 ACHAB Survey, Abst. 417 (863)	7/19 Min. Int.
177.	9.55	Lot 7, Sec. 28 HTAB RR Co. Survey, /bst. 47% (845)	7/18 Surf. & Min.
174.	30 •e∪	Tract 24, Sec. 8 Hooper & Wade Survey, Abst. 489 (866)	"/36 Min. Int.
175.	6.31	Lot 13-A, Sec. 10 Hooper & Wade Survey, Abst. 486 (867)	7/19 Surf. & Min.
176.	10.00	S/2 of Tract 14, Sec. 17 Roope & Wade Survey, Abst. 423 (868)	_ 21/72 Sung. & Min.
EXEC-	T "A", I	BRAZORIA COUNTY, TEXAS (Contd.)	
	Acres	Description	Interest Conveyed
177.	10.00	Lot 3, Sec. 1 1&GN Survey, Abst. 400 (870)	7/18 Min. Int.
179.	*5-0 <b>0</b>	Lot 17-A Edmund Andrews Survey, Abst. 5 (°71)	7/18 Min. Int.
179.	10.00	Tracts 27 & 171, Div. 1 B. T. Archer Survey, Abst. 9 (872)	7/18 Surf. & Min.
180.	5.00	Tract 187, Div. 1 B. T. Archer Survey, Abst. 9 (873)	7/18 Min. Int.
181.	40.00	NW/4 of NW/4 of Sec. 7 Hooper & Wade Survey, Abst. 430 (874)	7/18 Min. Int.
182.	Town Lots	Lot 10, Block 607 Lot 13, Block 717 Town of Velasco (875)	7/18 Surf. & Min.
183.	Lot Lot	Lot 23, Block 742 Town of Velasco (876)	7/18 Surf. & Min.
184.	20.00	Lot 8, Div. 2 Edwin Waller League, Abst. 134 (877)	7/18 Min. Int.
185.	38.40	Lot 27, Sec. 40 HT&B RR Co. Survey, Abst. 482 (878)	7/72 Min. Int.
186.	5.00	Tract 9, Div. 4 P. J. Calvit League, Abst. 51 (3186)	7/18 Surface
-			

THE STATE OF THE LITTINGS. County of Vermilalon	E.,.		18
BEFORE ME, the understand a Metary Vi.A.B.JON	Public in and for said	d Crunty and State, on this do	y personally appeared
known to me to be the persons whose sames a they each executed the same for the purposes Pearl Bjorklind	Pegri 9]	OFRIGHT	
having this value by me mirrly and open	s from her husband, as	d having the same fully expl acknowledged such instru	island to her, also, the
deed, and she declared that ahe had willingly s that also gid-not wish to retract it. GIVEN UNDER MY HAND AND SEAL O	igned the same for the POPPICE th in 24	purposes and consideration (	herein expressed, and
Fill (DS)	Notary Public	on in fermillion	County, Takk
led for Record et 2 20 0 clo	ock /M.,	H	. S. Stevens, J
erk County Court, Brazoria Co	o., Texas,	ву	<u></u> 1949
14557	PARTITION D	EED	
09 39 AGREEMFIT OF P	PARTITION made	and entered into	this
29 day of Cat			

AGREEMFIT OF PARTITION made and entered into this

2 day of College, 1954, by and between

STANOLIND OIL AND GAS COMPANY, a corporation, acting herein
by and through

W. C. IMBT

its Attorney-In-Pact, hereinafter called "Stanolind";

MAGROLIA PETROLEUM COMPANY, a Texas corporation with its
main office and place of business in the City of Dallas,

Dallas County, Texas, acting herein by and through its
duly authorized officers, hereinafter called "Magnolia"

and FRANK K. STEVENS of Brazoria County, Texas, hereinafter
called "Stevens";

WITHESSETH, THAT:

WHEREAS, the parties hereto are the owners of the surface estate and minerals or, in some instances of the mineral estate only, or, an undivided interest in the mineral estate, in all of those certain tracts and percels of land described in Exhibit "A" hereto attached and made a part hereof, in the following proportions:

Stanclind.

an undivided 7/18 interest

Magnolia

an undivided 7/18 interest

Stevens

an undivided 4/18 interest

end.

WHEREAS, the parties hereto have agreed to pertition their interests in said property so that hereafter Stanolind and Magnolia shall own:

- (a) All of the surface estate in all of the tracts described in Exhibit "A" in which the parties now own any surface interest except tracts numbered 1 through 48, both inclusive, and Tracts 50 and 51; and
- (b) All of the oil, gas and mineral rights in all of the tracts described in said Exhibit "A" subject only to:

D - 119

reyeithles, if any and the royalty interest acquired by Sterons hereunder,

and Stevens shall hereafter own all of the surface estate in Tracts 1 through 48, both inclusive, and Tracts 50 and 51 as set out in Exhibit "A", and in addition thereto, a 1/32 non-participating royalty interest in all of the tracts described in Exhibit "A" in which the parties hereto can the mineral estate or the surface and mineral estate.

NOW, THEREFORE, for and in consideration of the premises and of the conveyances herein made, it is agreed as follows:

1.

Stevens hereby bargains, sells, assigns and conveys, without warranty of title, either express or implied, unto Magnolia and Stanolind in equal shares, the following:

- (a) All of the interest of the said Stevens in all of the cil, gas and other minerals in and under and that may be produced from each and all of the tracts of land described in Exhibit "A", together with all rights incident thereto, and the right of ingress and egress upon, over and across all of the londs described in Exhibit "A" for the purpose of mining, drilling and exploring said lands for cil, gas and other minerals and removing the same therefrom; and,
- (b) All of the interest of the said Stevens in the surface estate in all of the tracts described in Exhibit "A" in which the parties now own any surface interest, except Tracts 1 through 48, both inclusive, and Tracts 50 and 51, together with all rights incident thereto.

TO HAVE AND TO HOLD the mineral and surface estates so conveyed unto Stanolind and Magnolia, their successors and assigns forever.

2.

Magnolia and Stanolind do bargain, sell, assign and convey unto the said Stevens, without warranty of title, either express or implied, the following:

(a) A 1/32 non-participating royalty interest in all of the oil, gas and other minerals except sulphur, and a royalty of fifty cents (50¢) per long ton on sulphur, in each and all of the tracts described in Exhibit "A"; provided that, if Magnolia and Stanolind own less than the full and entire interest in the minerals in any of such tracts or if hereafter the title of such grantors to the minerals in any such tract fails in whole or in part, the royalty interest herein conveyed is such tracts shall be

proportionately reduced.

Neither Stanolind nor Magnolia nor the successors or assigns of either of them shall ever be under any obligation to Stevens, his heirs or assigns, to explore any of said land for minerals nor to drill for or produce the same except at their own will and election.

The royalty interest herein conveyed shall not carry with it any right to participate in the making of any leases or development agreements nor of participating in any bonus money paid for the execution thereof nor of sharing in any delay rentals or other consideration paid to continue said leases or development agreements in force.

If the aggregate of the royalty herein conveyed and that presently outstanding in any tract is greater than 1/8th, then the royalty herein conveyed shall be reduced so that the total royalty to which such tract will be subject shall not exceed 1/8th.

Magnolia and/or Stanolind, its or their successors and assigns, is granted the right, option and power to pool or unitize the non-participating royalty interest assigned, transferred and conveyed to Stevens under and by the terms and provision of this agreement with any and all other lands, leases, mineral estates or parts thereof, for the proof oil, gas or other minerals without the joinder of Stevens, provided that units pooled for oil shall not exceed 40 acres plus a tolerance of 10% thereof and units pooled for gas shall not exceed 640 acres plus a tolerance of 10% thereof, provided that if any Federal or State law, executive order, rule or regulation shall prescribe a spacing pattern for the development of the field or allocate a producing allowable on screage per well, then any such unit may embrace as much additional acreage as may be so prescribed or as may be used in such allocation or allowable, and in lieu of the non-participating royalty herein conveyed Stevens shall receive on production from a unit so pooled only such portion of the royalty herein conveyed as the amount of his acreage placed in a unit or his royalty interest therein on an acreage basis bears to the total acreage so pooled in the particular unit involved.

(b) The entire 14/18 interest in the surface estate in all of those tracts described in Exhibit "A" as Tracts numbers 1 through 48, both inclusive, and Tracts 58 and 51,

an all rights incident to the estate so conveyed.

TO HAVE AND TO HO!D the aforesaid royalty and surface estates unto the said Survens, his heirs and assigns forever.

3.

The parties hereto jointly own other interests in other lands in Brazoria County, Texas, but such other lands are unaffected by this partition agreement and shall continue to be owned by such parties as they are now owned.

Each and all of the provisions hereof shall be covenants running with the respective interests and estates of the parties hereto in the land affected hereby and shall be binding upon such parties and their respective heirs, successors and assigns.

EXECUTED this 29 day of October, 1954.

STANOLIND OIL AND GAS COMPANY w.c. Timber MAGNOIG THE STATE OF TEXAS

COUNTY OF HARRIS

BEFORE ME, the undersigned authority, on this day personally appeared known to me to be the person who executed the foregoing instrument an Attorney-in-Fact for STANOLIND OIL AND GAS COMPANY, and acknowledged to me that he executed the same for the purposes and consideration therein expressed; as the act and dead of said corporation, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this

<del>or</del>, 1954.

Notary Public in and for Harris County, Texas.

GERTRUDE OLIVER Public in and for Harris Cou

THE STATE OF TEXAS COUNTY OF

BEFORE ME, the undersigned authority, on this day personally appeared <u>A. monros</u>, known to me to be the person who executed the foregoing instrument as Vice President of MAGNOLIA PETROLEUM COMPANY, and acknowledged to me that he executed the same for the purposes and service ration therein expressed; as the act and deed of said the purposes and in the capacity therein stated.

STYEN UNDER MY HAND AND SEAL OF OFFICE this 91 (1950) 1954.

onin Mark expires

BEFORE ME, the undersigned authority, on this day personnelly appeared FRANK K. STEVENS, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

OIVEN UNDER MY HAND AND SEAL OF OFFICE this 29

Notary Public in and for Buszonia County, Texas.

## BIHIBIT "A"

## LIST OF REAL ESTATE AND MINERALS IN BRAZORIA COUNTY, OWNED JOINTLY BY MAGNOLIA PETROLIUM CO., STANGLIMD OIL & GAS COMPANY AND F. E. STEVENS

<u>BO.</u>	<u>ACRES</u>	DESCRIPTION	INTEREST CHARD
1.	5 <b>.0</b> 0	Tract 19, Division 1 B. T. Archer Sur., Abst. 9 (822)	Surface & minerals
2.	40.00	Lot 7, Block H Angier, Hall & Bradley Lg., Abs. (721)	, δ;Surface & Miperals
3.	5.00	Tract 25, Division 1 B. T. Archer Sur., Abst. 9 (791)	Surface & Minerals
<b>4.</b>	10.00	Tracts 27 & 171, Div. 1 B. T. Archer Sur., Abst. 9 (872)	Surface & Minerals
5-	5.00	Tract 39, Division 1 B. T. Archer Sur., Abst. 9 (790)	Surface & Minerals
6.	5.00	Tract 64, Division 1 B. T. Archer Sur., Abst. 9 (860)	Surface & Minerals
7.	5.00	Tract 324, Division 13 A. Calvit Lg., Abst. 49 (678)	Surface & Minerals
8.	5.00	Tract 338, Division 13 A. Calvit Lg., Abst. 49 (680)	Surface & Minerals
9.	5.00	Tract 340, Division 13 A. Calvit Lg., Abst. 49 (703)	Surface & Minerals
10.	5,00	Fract 352, Division 13 A. Calvit Lg., Abet. 49 (695)	Surface & Ninerals
22.	5.00	Tract 9, Division 2 F. J. Celvit Lg., Abst. 51 (830)	Surface & Minerals
12.	5,00	Tract 8, Division 4 P. J. Calvit Lg., Abst. 51 (833)	Surface & Minerals
13.	5.00	Tract 9, Divisho 4 P. J. Calvit Lg., Abst. 51 (3186)	Surface
13.	5.00	Tract 10, Division 4 P. J. Calvit Lg., Abet. 51 (766)	Surface & Minerals

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19.	ALERE "		
25.	5.00	Tract 9, Division 5 F. J. Calvit Ig., Abet. 51 ((832)	Surface & Minerals
36.	5:00	Truct 95, Division 7 7, J. Calvit Lg., Abet. 51 (811)	All Him.& Pt. Surf.
17.	5.00	fract 5, Division 8, F. J. Calvit Lg., Abet. 51 (719)	Surface à Minerals
18.	5.00	Tract 24, Division 8 F. J. Calvit Lg., Abst. 51 (786)	Surface & Hinerals .
19.	5.00	Fract 30, Division 8 F. J. Calvit Lg., Abst. 51 (787)	Surface & Hinerals
žů.	5.00	Fract 39, Division 8 g. J. Calvit Lg., Abst. 51 (836)	Surface & Rinerals
≘.	5.00	Tract 45, Division 8 F.J.Calvit Lg., Abst. 51 (760)	Surface à Minerals
ជន•	5.00	Tract 46, Division 8 F. J. Calvit Lg., Akst. 51 (705)	Surface & Minerals
23.	5.00	Tract 85, Division 8 F. J. Calvit Lg., Abst. 51 (767)	Surface & Ninerals
£4.	5.00	Tract 110, Division 8 P. J. Calvit Ig., Abst. 51 (681)	Surface à Minerals
25,	5.00	Tract 20, Division 9 P. J. Calvit Lg., Abst. 51 (758)	Surface & Minerals
26.	5.00	Fract 21, Division 9 F. J. Calvit Lg., Abst. 51 (782)	Surface & Minerals
÷1+	5.00	fract 24, Division 9 F. J. Calvit Lg., Abet. 51 (788)	Surface & Minerals
26.	5.00	Fract 85, Divisb n 9 F. J. Calvit Lg., Abst. 51 (679)	Surface & Nimerals
29.	5.00	Fract 86, Livision 9 F. J. Galvit Lg., Abst. 51 (784)	Surface & Minerals
<b>30.</b>	5.00	Fract 120, Division 9 F. J. Calvit Lg. Abst. 51 (756)	Surface à Minerals
31.	5.00	Tract 177, Division 9 F. J. Calvit Lg. Abet. 51 (769)	Surface & Minerals
<u>zo.</u>	ACRES	DESCRIPTION .	LETTERS? OWNED
32.	5,00	fract 179, Dividen 9 F. J. Calvit Lg., Abet. 51 (763)	Surface & Minerals
33•	5.00	Tract 75, Division 10 P. J. Calvit Lg., Abets 51 (889)	Surface & Hinerals
3 <b>4.</b>	10.00	Tre. 79 & 82, hivision 10 F. J. Calvit Lg., Abet. 51 (718)	Surface & Minerals

F. ...

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35 •	5.00	Tract 83, Division 10 F. J. Calvit Lg., Abst. 51 (783)	Surface & Minerals
36.	5.00	fract 85, Division 10 F. J. Calvit Lg., Abst. 51 (157)	Surface à Minerals
37•	5.00	Tract 113, Division 10 F. J. Calvit Lg., Abst. 51 (685)	Surface & Minerals
38.	5.00	Tract 116, Division 10 F. J. Calvit Lg., Abst. 51 (831)	Surfaço & Minerals
39+	5 <b>.00</b>	Tract 117, Division 10 F. J. Calvit Lg., Abst. 51 (796)	Surface & Minerals
40.	5.00	Tract \$1, Division 11 P. J. Calvit Lg., Abst. 51 (795)	Surface & Minerals
41.	5.00	Tract 4, Division 3 A. Mitchell Sur., Abst. 98 ((753)	All Minerals & Un- sold pt. of Surf.
42.	5.00	Tract 5, Division 3 A. Mitchell Sur., Abst. 98 (755)	All Minerals & Un- sold Pt. of Surf.
43.	5.00	Tract 6, Division 3 A. Mithhell Sur. Abst. 98 (754)	All Minerals & Un- sold Pt. of Surf.
44.	5.00	Tract 7, Division 3 A. Mitchell Sur. Abst. 98 (751)	All Minerals & Un- sold Pt. of Surf.
45.	5.00	Tract 8, Division 3 A. Mitchell Sur., Abst. 98 (752)	All Minerals & Un- sold Pt. of Surf.
46.	<b>.9</b> 0	Pt. Tract 9 Division 3 A. Mitchell Sur., Abst. 98 (751)	All Minerals & Un- sold Pt. of Surf.
47.	1.00	Lot 7 John Martin Sur. Abst. 331 (743)	Surface & Minerals
48.	20.00	Lot 8 John Martin Sur, Abst. 331 (733)	Surface & Minerals
NO.	<b>ACKES</b>	DESCRIPTION	INTEREST CHED
49.	20,00	'Fiddlers Island' Robt. NcClure Sur., Abst. 339 (858)	All Minerals & Part of Surface
50.	3.00	Luts 5, 6, & 22 in Tr. 8 Reed Sd. L.M.E. Washington Sur., Abst.386 (780)	Surface & Minerals
51.	1.00	Lot 25, Reed Sdn. of Tract 8 LM.H. Washington Sur., Abst. 386 (808)	Surface & Minerals
52.	Town Lot	Lot 3. Block 539 Town of Velasco (758)	Surface & Nimerals
53.	Town Lots	Lot 10, Blk. 607 Lot 13, Blk. 717 Town of Velasco (875)	Surface & Minerals
54 •	Town Lot	Lot 23, Block 742 Town of Velasco (876)	Surface & Himerals

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55.	45.00	Lot 17-A Edmund Andrews Sur., Abst. 5 (871)	All Himorels
56.	5.00	Tract 3', Division 1 B. T. Archer Sur., Abst. 9 (789)	All Himorela
<b>57.</b>	5.00	Tract 187, Division 1 B. T. Archer Sur., Abst. 9 (873)	All Minerals
58.	5.00	Tract 224, Division 1 B. T. Archer Sur., Abst. 9 (859)	All Minerals
59.	. 5.00	Tract 31, Division 15 S. F. Austin 5 Lgs., Abst. 19 (794)	All Minerals
60.	8.50	Lot 37 & Pt. Lot 38, Div. 15 5. F. Austin 5 Lgs., Abst. 19 (713)	Minerals on a
61.	5.00	Tract 49, Division 15 3. F. Austin 5 Lgs., Abst. 19 (698)	18/36 Miner&1s
62.	5.00	Tract 55, Division 15 S. P. Austin 5 Lgs., Abst. 19 (798)	All Kinerals
63.	5 <b>.00</b>	Tract 189, Division 15 5. F. Austin 5 Lgs., Abst. 19 (708)	All Minerals
HO.	ACRES	DESCRIPTION	INTEREST OWNED
64.	5.00	Tract 191, Division 15 S. F. Austin 5 Lgs., Abst. 19 (768)	All Minerals
65.	5.00	Tract 193, Division 15 5. F. Austin 5 Lgs., Abst. 19 (710)	All Minerals
66.	5.00	Tract 223, Division 15 S. F. Austin 5 Lgs., Abst. 19 (770)	All Minerals
67.	Town Lot	Lot 8, Block 2 Town of Damon (828)	Surfaçe & Minerals
68.	10.00	Outlot 95 Town of Manwel (851)	All Minerals
69.	5.00	Lot 25, Blk. 8 Wild Peach 8d. S Austin 7-1/3 Lgs., Abst. 20 (.39)	Surface & Minerals
70.	10.00	Lots 28 & 30, Blk. 8, Wild Feach Sc S. F. Austin 7-1/3 Lgs., Abst. 20 (736)	All Minerals
71.	5.00	Lot 1, Blk. 9, Wild Peach Sd. 3. P. Austin 7 1/3 Lgs., Abst. 20 (726)	Surface & Minerals
72.	12.50	Lots 5 & B, Blk. 16, Wild Peach Sd. S. P. Austin 7-1/3 Lgs., Abet. 20 (738)	Surface & Minerals
73.	5.00	Lot 12, Blk. 16, Wild Peach Sc. S. F. Austin 7-1/3 Lgs., Abst. 20 (740)	Surface & Minerals
74.	6.02	Tract 335, Block 12 S. F. Austin Lg. #2, Abst. 23 (827)	Surface & Minerals
75.	5.00	Tract 360	Y P C AND ON A SECOND

•	S. F. Austin Lg. #2, Abst. 23	25 Mos F Minelela
	(824)	e e e
20.12	Tracts 470, 471, 472 & 473 S. P. Austin Lg. #2, Abst. 23 (778)	Surface & Ninerals
16.69	Tracts 522, 523, & 524 S. F. Austin Lg. #2, Abst. 23 (779)	Surface & Minerals
.50	Tract 636, Lots 12 & 13 S. F. Austin Lg. #2, Abst. 23 (817)	Surface & Minerals
24.00	Lot 8 S. F. Austin 3 Labor Abst. 30 (735)	, Minerals
<u>ACRES</u>	DESCRIPTION	INTEREST OWNED
8.00	Allsberry 12 Lgs., Abst. 4 Calvin Summrell Sur. Abst. 368 S.F. Austin Labor, Abst. 34 Parker Williams Sur. Abst. 137 (838)	Surface & Minerals
4.94	Lot 32, Cchen's Sd. John Brown 1 Lg., Abst. 48 (747)	Surface & Minerals
5.00	Tract 264, Division 13 A. Calvit Lg., Abst. 49 (704)	All Minerals
5.00	Tract 369, Division 13 A. Calvit Lg., Abst. 49 (711)	All Minerals
5.00	Tract 376, Division 13 A. Calvit Lg., Abst. 49 (696)	All Minerals
5.00	Tract 385, Division 13 A. Calvit Lg., Abst. 49 (855)	All Minerals
5.00	Tract 1, Division 2 F. J. Calvit Lg., Abst. 51 (717)	All Minerals
5.00	Tract 7, Division 2 P. J. Calvit Lg. Abst. 51 (834)	All Minerals
5.00	Tract 10, Division 2 P. J. Calvit Lg., Abst. 51 (761)	All Surface & Min.
5.00	Tract 11, Division 2 P. J. Calvit Lg., Abst. 51 (720)	Surface & Minerals
5.00	Tract 6, Division 8 P.J. Calvit Lg., Abst. 51 (675)	All Minerals
5.00	Tract 128, Division 9 F. J. Calvit Lg., Abst. 51 (764)	All Minerals
5.00	Tract 134, Division 9 P. J. Calvit Lg., Abst. 51 (765)	All Minerals
5.00	Tract 87, Division 10 P. J. Calvit Lg , Abat. 51 (785)	All Minerals
5.00	Tract 89, Division 10 F. J. Calvit Lg., Abst. 51	All Minerals
	16.69 .50 24.00 ACRES 8.00 4.94 5.00 5.00 5.00 5.00 5.00 5.00 5.00 5.0	S. P. Austin ig. #2. Abst. 23 (778)   16.69   Tracts 522, 523, & 524   S. P. Austin ig. #2, Abst. 23 (779)   .50   Tract 636, Lots 12 & 13   S. P. Austin ig. #2, Abst. 23 (817)   24.00   Lot 8   S. P. Austin 3 Labor Abst. 30 (735)

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95	10.00	Lot 89, Jenkins 8d. W. D. C. Hall Lg., Abst. 70 (749)	All Minerals
¥0.	AUTES	DESCRIPTION	INTEREST CHIED
96.	320.00	Lote 27 to 34, Inc., Geo. Harrison Lg., Abst. 73 (853)	Surface & Minerals
97	10.00	Lot 37, Blk. A, W.Chatfield 5d. Francis Moore Lg., Abst. 100 (772)	All Kinerals
98.	10,00	Tract 43, Block 2 E. P. Myrick Sur., Abst. 102 (823)	18/36 Minerals & All Surface
99	14.00	Lo. 45 & S. 32 Ac. Lot 46,Blk. 2 B. P. Myrick Sur., Abst. 102 (724)	Sur. & 18/36 Kin.
100.	<b>2</b> 0.*00	Tract 7, Block 4 E. P. Nyrick Sur. Abst. 102 (723)	Sur. & 18/36 Min.
101.	20.00	Lot 8, Division 2 Edwin Waller Lg., Abst. 134 (877)	All Minerals
102.	9.89	Lot 3, Sec. 17 HT63 RR Co. Sur., Abst. 228 (854)	18/36 Minerals
103.	22.00	Tract 4, Section 21 ETAB RR Co. Sur., Abst. 230 (732)	18/36 Minerals
104.	10.00	Lot 7, Section 19 HTMB RR Co. Sur., Abst. 243 (804)	All Minorels
105.	5.00	E/2 of Lot 16, Section 19 HTGB RR Co. Sur., Abst. 243 (846)	All Minerals
106.	20.00	Lots 15 & 40, Section 25 HT&B RR Co. Sur., Abst. 245 (776)	Surface & Minerals
107.	10.00	E. 10 ac. of Lot 31, Sec. 25 HT&B RR Co. Sur. Abst. 245 (801)	Surface & Minerals
108.	10.00	Lot 32, Section 25 HTMB RR Co. Sur., Abst 245 (799)	Surface & Minerals
109.	10.00	Tract 45, Section 25 HTMB HR Co. Sur., Abet. 245 (730)	Surface & Minerals
110.	8.00	Part of Lot 51, Section 25 HTGB ER Co. Sur., Abst. 255 (800)	Surface & Kinerals
111.	•	Lots 26 & 28, Section 67 HT&B RR Co. Sur., Abst. 281 (742)	Surface & Minerals
MO.	ACRES	<u>DESCRIPTION</u>	INTEREST OFFEED
112.	5.00	5/2 of Lot 33, Section 67 HTMB RR Co. Sur., Abst. 281 (715)	Surface & Minerals
113.	5.00	M/2 of Lot 33, Sec. 67 HTMB RR Co. Sur., Abet. 281 (715)	18/36 Minerals
114.	5.00	W/2 of Lot 227, Section 65 H748 RR Co. Sur., Abst. 285 (716)	18/36 Sur. & Min.
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115.	10.00	Lot 11 B, Section 51 HTMB RR Co. Sur., Abst. 288 (843)	Surface & Minerals
116.	10.00	Lot \$1, Section 81 HT&B RR Co. Sur., Abst. 300 (810)	All Kinerals
117.	5.00	S/2 of Lot 46, Division 92 B. Little Sur., Abst. 320 Sec. 92, ACHAB Sur., Abst. 541 (818)	Surface & Minerals
118.	10.00	Tract 317, Section 3 Lavaca Mavigation Co.Sur.Abst.328 (742)	Surface & Minerals
119.	9.91	Lot 4, Boggs Sd. of Tract 24 Thomas Spraggins Sur., Abst. 366 (676)	Surface & Minerals
120.	10.00	Lot 3, Section 1 I&GN Sur., Abst. 400 (870)	All Minerels
121.	10.00	Tract 11-A, Section 1 183N Sur., Abst. 400 (777)	All Minerals
1:2.	10.00	Tract 2, Section 25 ACH&B Sur., Abst. 412 (844)	Surface & Minerals
123.	2.50	E/4 of Lot 31, Section 89 ACH&B Sur., Abst. 41? (363)	All Minerals
124.	10.00	Lot 33, Section 89 ACHAB Sur., Abst. 417 (806)	All Minerals
125.	00,01	Lot 36, Section 30 aCHAB Sur., Abst. 417 (309)	18/36 Minerels
126.	10.90	Tract 6, Section 23. Hooper & Wade Sur., Abst. 420 (312)	Surface & Minerals
127.	10.90	Lot 39, Section 23 Hooper & Wade Sur., Abst. 420 (773)	All Minerals
NO.	<u>ACRE3</u>	DESCRIPTION	INTEREST OWNED
128.	10.00	Lot 12, Section 17 Hooper & Wade Sur., Abst. 423 (684)	All Minerals
129.	10.00	S/2 of Tract 14, Section 17 Hooper & Wade Sur., Abst. 423 (868)	54/72 Sur. & Min.
130.	23.25	Tract 30, Section 17 Hooper & Wade Sur:, Abst. 423 (849)	All Minerals
131.	40.00	NW/4 of NW/4 of Section 7 Hooper & Wade Sur., Abat. 430 (874)	All Minerals
132.	23.44	Lots 18 & 22, Section 1 Hooper & Wade Sur., Abst. #31 (814)	Surface & Minerals
133.	5.00	3/2 of Lot 51, Section 9 Hooper & Wade Survey (826)	All Minerals
134.	2.00	S/2 of Stamm 4 ac. tr. Sec. 14 HT&B RR Co. Sur., Abet. 449 (748)	Surface & Minerals

150			
135.	10.00	Lot 6, Section 90 ACRAS Sur., Abst. 459 (813)	All Minerals
136	21.87	Pt. of Tract 9, M.V. O'Donnell Sur., Abst. 468 (820)	Surface & Minerals
137.	9.55	Lot 7, Section 28, Beer 8/D HTMB RR Co. Sur., Abst. 472 (865)	Surface & Minerals
138.	5.00	NW/2 of Lot 19, Section 28 HTMB RR Co. Sur., Abst. 472 (774)	Surface & Ninerals
139.	7.50	Lots 1, 2, 3, Block 27, Cole SD Sec. 18, HT&B RR Co. Sur. Abs.474 (847)	Surface & Minerals
, 140.	2.50	Lot 4, Blk. 27, SE 3ec. 18 HTAB RR Co. Sur. Abst. 474 (803)	18/36 Sur. & Min.
141.	20.00	Lot 10, Section 16 Recept & Wade Sur., Abst. 480 (775)	All Minerels
142.	20.00	Lot 15, Section 16 Hooper & Wade Sur., Abst. 480 (728)	All Minerals
143.	38.40	Lot 27, Section 40 HTMB RR Co. Sur., Abat. 482 (878)	18/72 Minerals
NO.	ACRES	DESCRIPTION	INTEREST OWERD
144.	10.00	Tract 12, Section 10 Hooper & Wade Sur., Abst. 486 (802)	Surface & Minerals
145.	6.31	Lot 13-A, Section 10 Hooper & Wade Sur. Abst. 486 (867)	Surface & Minerals
146.	10.00	Tract 18, Section 8 Hooper & Wade Surv., Abst. 489 (797)	18/36 Minerals
147.	20.00	Tracts 20 & 21, Section 8 Hooper & Wade Sur., Abst. 489 (731)	All Kinerals
148.	10.00	Tract 24, Section 8 Hooper & Wade Sur., Abst. 489 (866)	18/36 Minerals
149.	10.00	Lot 1, Blk. 11, Section 22 Hooper & Wade Sur., Abst 491 (848)	All Minerals
150.	20.00	Lots 1 & 4, Blk Section 22 Hooper & Wade Sur., Abst. 491 (821)	All Minerals
151.	¥0.00	Lots 1, 2, 3, & 4, Section 4 HTMB RR Co. Sur., Abat. 498 (734)	Surface & Minerals
152.	10.00	Lot 32, Section 10 HTGB RR Co. Sur., Abst. 505 (840)	All Minerals
153.	10.00	Lot 60, Section 20 HTGB RR Co. Sur. Abat. 506 (816)	18/72 Minerals
154	10.00	Tract 650, Section 56 HTGB RR Co. Sur., Abst. 515 (742)	All Minerals
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<u> </u>	···	1. 1. 1. 1. 1. 1. 1. 1. 1. 1. 1. 1. 1. 1	DOMESTIC STREET, STREET, STREET, STREET, STREET, STREET, STREET, STREET, STREET, STREET, STREET, STREET, STREET, STREET, STREET, STREET, STREET, STREET, STREET, STREET, STREET, STREET, STREET, STREET, STREET, STREET, STREET, STREET, STREET, STREET, STREET, STREET, STREET, STREET, STREET, STREET, STREET, STREET, STREET, STREET, STREET, STREET, STREET, STREET, STREET, STREET, STREET, STREET, STREET, STREET, STREET, STREET, STREET, STREET, STREET, STREET, STREET, STREET, STREET, STREET, STREET, STREET, STREET, STREET, STREET, STREET, STREET, STREET, STREET, STREET, STREET, STREET, STREET, STREET, STREET, STREET, STREET, STREET, STREET, STREET, STREET, STREET, STREET, STREET, STREET, STREET, STREET, STREET, STREET, STREET, STREET, STREET, STREET, STREET, STREET, STREET, STREET, STREET, STREET, STREET, STREET, STREET, STREET, STREET, STREET, STREET, STREET, STREET, STREET, STREET, STREET, STREET, STREET, STREET, STREET, STREET, STREET, STREET, STREET, STREET, STREET, STREET, STREET, STREET, STREET, STREET, STREET, STREET, STREET, STREET, STREET, STREET, STREET, STREET, STREET, STREET, STREET, STREET, STREET, STREET, STREET, STREET, STREET, STREET, STREET, STREET, STREET, STREET, STREET, STREET, STREET, STREET, STREET, STREET, STREET, STREET, STREET, STREET, STREET, STREET, STREET, STREET, STREET, STREET, STREET, STREET, STREET, STREET, STREET, STREET, STREET, STREET, STREET, STREET, STREET, STREET, STREET, STREET, STREET, STREET, STREET, STREET, STREET, STREET, STREET, STREET, STREET, STREET, STREET, STREET, STREET, STREET, STREET, STREET, STREET, STREET, STREET, STREET, STREET, STREET, STREET, STREET, STREET, STREET, STREET, STREET, STREET, STREET, STREET, STREET, STREET, STREET, STREET, STREET, STREET, STREET, STREET, STREET, STREET, STREET, STREET, STREET, STREET, STREET, STREET, STREET, STREET, STREET, STREET, STREET, STREET, STREET, STREET, STREET, STREET, STREET, STREET, STREET, STREET, STREET, STREET, STREET, STREET, STREET, STREET, STREET, STREET, STREET, STREET, STREET, STREET, STREET, STREET, STREET, STREE

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155.	10.00	Tract 653, Section 56 RTMB RR Co. Sur., Abst. 515 (729)	All Minerals
156.	1000	Tract j31, Section 2 Lavace Havigation Co.Lg., Abst.531 (737)	Surface & Minerals
157•	1.00	l ac. out of Lot 5, Section 88 ACHAB Sur., Abst. 540 (807)	All Minorals
158.	80,00	80 ac. in Section 38 HT&B RR Co. Sur. Abst 556 (771)	All Minerals
159.	10.00	Lot 158, Section 66 HT&B RR Co. Sur., Abst. 560 (742)	Surface & Minerals
NO.	ACRES	DESCRIPTION	INTEREST OWNED
160.	10.00	Lot 2, Section 76 HTEB RR Co. Sur., Abst. 562 (683)	Surface & Minerals
161.	10.00	Lot 48, Section 78 HTGB RR Co. Sur., Abst. 563 (815)	All Minerals
162.	5.20	E/2 of Lot 9, Section 82 HTMB RR Co. Sur., Abst. 565 (825)	Surface & Minerals
163.	2.50	N/2 of Tract 58, Section 26 18GB Sur., Abst. 619 (744)	Surface & Minerals
164.	10.00	Lot 1, Alf H. H. Tolar Survey, Abst. 671 (839)	Surface & Minerals
165.	9.60	Lot 3, Blk. 23, Section 4 T. C. RR Sur., Abst. 675 (746)	18/36 Minerals
166.	10.50	Lot 3, Blk. 26, Section 4 T. C. RR Sur., Abst. 675 (745)	18/36 Minerals
167.	12.50	Und. 122 ac. Int. in 50 Ac. Tr. R.H. Williams Lg., Abst. 683	Surface & Minerals

ROTE.

The number in parenthesis below each tract is merely the File Number of such tract in the J. S. Abercrombie files, and is no part of the legal description.

THE STATE OF TEXAS

(845)

14562

COUNTY OF BRAZORIA

1. THE DOW CHEMICAL COMPANY, a Delaware corporation having a permit to do business in Texas, with an office near Presport in Brazoria County, Texas, called the GRANTOR, has Granted, Sold and Conveyed, and by these presents does Grant, Sell and Convey, subject to all the exceptions, reservations, agreements, restrictions, covenants and conditions referred to in Paragraph 2 hereof, to B. J. Roberts of Harris County, Texas, called GRANTEE,

<u>271</u>

And, Whereas, said Vendor's Lien note—given as aforesaid for part purchase money of said property has been paid to the Frank K. Stovens—the legal and equitable holder and owner of said note—:

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS; That I, the said the present legal and equitable owner and holder of said Vendor's Lien note above mentioned, do hereby release, discharge and quitclaim unto the said Offic F. McHanya, hits

heirs and assigns, all the rights, title.

interest and estate in and to the property above described, which he has or may be entitled to by virtue of being the owner of said Vendor's Lien note and hereby declare said property released and discharged of all liens created by virtue of said Vendor's Lien note above described. The Deed of Through virtue of said Vendor's Lien note above described. The Deed of Through virtue of said Vendor's Lien note above described. The Deed of Through virtue of said Vendor's Lien note above described. The Deed of Through virtue of said Vendor's Lien note above described. The Deed of Through virtue of said Vendor's Lien note above described. The Deed of Through virtue of said Vendor's Lien note above described. The Deed of Through virtue of said Vendor's Lien note above described. The Deed of Through virtue of said Vendor's Lien note above described. The Deed of Through virtue of said Vendor's Lien note above described. The Deed of Through virtue of said Vendor's Lien note above described. The Deed of Through virtue of said Vendor's Lien note above described. The Deed of Through virtue of said Vendor's Lien note above described. The Deed of Through virtue of said Vendor's Lien note above described. The Deed of Through virtue of said Vendor's Lien note above described. The Deed of Through virtue of said Vendor's Lien note above described.

Frank K Stange

SINGLE ACKNOWLEDGMENT

THE STATE OF TEXAS,

BEFORE ME, the undersigned, a Notary Public,

in and for said County, Texas, on this day personally appeared

known to me to be the person—whose name— 26—subscribed to the foregoing instrument, and acknowledged to me that—he—executed the same for the purposes and consideration therein expressed.

CIVEN UNDER MY HAND AND SEAL OF OFFICE, This 10TH day of June . A.D. 19 55

Hotery Public in & for Brazoria Co. Texas

Filed for Record at Secolock 2014. P. Seevens, Jr. Clerk County Court, Brazoria Co., Texas, Ry

THE STATE OF TEXAS)

761

COUNTY OF BRAZORIA)

KNOW ALL MEN BY THESE PRESENTS:

THAT I, Frank K.Stevens of the County of Brazoria, and State of Texas, for and in consideration of the sum of \$3000.00 to be paid to me by Joe M.Baggett as follows:

\$120.00 cash in hand paid, the receipt of which is hereby acknowledged, and the balance evidenced by one Installment Note of even date herewith in the sum of \$2880.00, payable in 89 regular monthly installments of \$40.00 each, beginning July 5, 1955, together with 6% per amount interest, said interest being amortized with the payments on principal, and one final installment of \$23.53 which will be payable January 5, 1963, if not sooner paid. Grantee shall have the privilege of accelerating the payments on this note by the payment of larger installments, which shall be multiples of the regular installment. In

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the event of such acceleration of the payments, equitable adjustment of the interest will be made at the final settlement. The above lien is further secured by a Deed of Trust of even date herewith to F. W. Stevens, Trustee.

Have Granted, Sold and Conveyed, and by these presents do Grant, Sell and Convey unto the said Joe M. Baggett of the County of Brazoria, and State of Texas, all that certain tract of land described as follows:

Tract No. 24 in Division No. 8 of the Brazos Coast Investment Company's Subdivision in the F. J. Calvit League, Abstract No. 51, in Brazoria County, Texas, according to Plat of said Subdivision of record in Vol. 2 pg. 143-144 of the Plat Records of said County.

There is excepted from this conveyance all minerals under this tract, together with all the usual and necessary rights of ingress and egress for the purpose of exploration, drilling, production and marketing of such minerals. While grantee herein shall have no right to participate in the leasing or any bonus from any mineral lease on said tract, yet in the event that any minerals are ever produced in commercial quantities from said tract, grantee herein shall be entitled to receive 1/32 royalty interest in any such production. It is the intention of the grantor herein to convey to grantee herein all of his interest in said tract comprising the Surface and 1/32 royalty interest in any oil or gas produced, and 50¢ per ton on any sulphur that may ever be produced from same.

This conveyance is subject to whatever rights the United States Government may have in the way of easement for spoil disposal or otherwise for the Intracoastal Canal under right of way deed executed by Prank K.Stevens et al recorded in Deed Book 298 pg. 7 of the Records of Deeds of Brazoria County, Texas.

TO HAVE AND TO HOLD the above described premises, together with all and singular the rights, and appurtenances thereto in anywise belonging unto the said Joe Baggett, his heirs and assigns forever; and I do hereby bind myself, my heirs, executors and administrators to warrant and forever defend all and singular the said premises unto the said Joe Baggett, his heirs and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

Witness my hand this the 5 th day of June, A.D. 1955.

Frank 1 Steren

THE STATE OF TEXAS)
COUNTY OF BRAZORIA)

BEFORE ME, the undersigned authority, a Notary Public in and for Brazoria County, Texas, on this day personally appeared Frank K. Stevens, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the  $\underline{\hspace{1cm}/\hspace{1cm}/}$  day of June, 1955.

Notary Public in and for Brazoria

County, Texas

Filed for Record at <u>AF comparation of Many and the File Chert H. S. Stevens, Jr.</u>. Clerk County Count, Brazonia Co., Texas, M. By State Applied to the County County County Brazonia Co., Texas, M. By State Applied to the County County Brazonia Co., Texas, M. By State Applied to the County County Brazonia Co., Texas, M. By State Applied to the County County Brazonia Co., Texas, M. By State Applied to the County County Brazonia Co., Texas, M. By State Applied to the County County Brazonia Co., Texas, M. By State Applied to the County Brazonia Co., Texas, M. By State Applied to the County Brazonia Co., Texas, M. By State Applied to the County Brazonia Co., Texas, M. By State Applied to the County Brazonia Co., Texas, M. By State Applied to the County Brazonia Co., Texas, M. By State Applied to the County Brazonia Co., Texas, M. By State Applied to the County Brazonia Co., Texas, M. By State Applied to the County Brazonia Co., Texas, M. By State Applied to the County Brazonia Co., Texas, M. By State Applied to the County Brazonia Co., Texas, M. By State Applied to the County Brazonia Co., Texas, M. By State Applied to the Co., Texas, M. By State Applied to the Co., Texas, M. By State Applied to the Co., Texas, M. By State Applied to the Co., Texas, M. By State Applied to the Co., Texas, M. By State Applied to the Co., Texas, M. By State Applied to the Co., Texas, M. By State Applied to the Co., Texas, M. By State Applied to the Co., Texas, M. By State Applied to the Co., Texas, M. By State Applied to the Co., Texas, M. By State Applied to the Co., Texas, M. By State Applied to the Co., Texas, M. By State Applied to the Co., Texas, M. By State Applied to the Co., Texas, M. By State Applied to the Co., Texas, M. By State Applied to the Co., Texas, M. By State Applied to the Co., Texas, M. By State Applied to the Co., Texas, M. By State Applied to the Co., Texas, M. By State Applied to the Co., Texas, M. By State Applied to the Co., Texas, M. By State Applied to the Co., Texas, M. By State Applied to the Co., Texas, M

THE STATE OF TEXAS

COUNTY OF BRAZORIA

Louise Henson, independent executrix of the estate of Ruby G. White, deceased, and Mrs. Mary Louise Henson, joined pro forma by her husband, Eugene H. Henson, of King County, Washington, herein called Grantors, for and in consideration of the sum of \$10.00 cash and other good and valuable considerations cash to us in hand paid by J. A. Goehring and wife, Daisy B. Goehring, the receipt and sufficiency of all ofwhich is hereby acknowledged, have GRANTED, SOLD AND CONVEYED, and by these presents do GRANT, SELL AND CONVEY unto the said J. A. Goehring and wife, Daisy B. Goehring, of Brazoria County, Texas, herein called Grantees, subject to the mineral reservation contained herein, the following described tract and parcel of land, to-wit:

Peing Ten (10) acres of land, same being the West one-half (W ½) of Lot No. Twenty-seven (27), of the subdivision of the southwest part of the T. S. Lee Survey, Abstract 318. Brazoria County, Texas, as laid off for the New York Texas Land Company, Limited, by J. A. Donaldson, County Surveyor, and lying about 2½ miles to the northeast from Angleton, Texas, the said lot containing ten acres be the same more or less, hereby conveyed according to the map of said subdivision recorded in Volume 42, page 166, of the Deed/Records of Brazor's Cour , Texas, and being the same land described in the deed ...os G. M. Henderson to E. E. White, dated S: ...sber 14, 1910, and of record in Volume 101, page 4,3, of the Deed Records of Brazoria County, Texas, to which reference is here made for all appropriate purposes.

Grantors except, reserve and retain unto themselves, their heirs, successors and assigns, forever, an undivided one-half  $(\frac{1}{2})$  of all the oil, gas, sulphur and all other minerals in, under and upon and which may be saved, produced and marketed from said land, or any portion thereof, together with the right of ingress and egress thereon for the purpose of prospecting for,

**OF** 

#### CERTIFICATE OF INCORPORATION

### " 1871

STANOLIND OIL AND GAS COMPANY, a corporation organized and existing under and by virtue of the General Corporation Law of the State of Delaware, DOES HEREBY CENTIFY:

FIRST: That the Board of Directors of said corporation at a meeting duly convened and held, adopted a resolution proposing and declaring advisable the following amendment to the Certificate of Incorporation of said corporation:

RESOLVED: That the Gertificate of Incorporation of Stanolind Oil and Gas Company be amended by striking out all of that Article thereof designated "FIRST" and inserting in lieu thereof a new Article "FIRST" to read as follows:

"FIRST: The name of the corporation is

#### PAN AMERICAN PETROLEUM CORPORATION."

SECOND: That the said amendment has been consented to and authorized by the holders of all the issued and outstanding stock, entitled to vote, by a written consent given in accordance with the provisions of Section 242 of the General Corporation law of Delaware, and filed with the corporation on the 22nd day of January, 1957.

THIRD: That the aforesaid amendment was duly adopted in accordance with the applicable provisions of Sections 242 and 228 of the General Corporation Law of Delaware.

IN WITNESS WHEREOF, said STANOLIND OIL AND GAS COMPANY has caused its corporate seal to be hereunto affixed and this certificate to be signed by E. F. Bullard, its President, and Karl R. Goldsmith, its Secretary, this 22nd day of January, 1957.

By Karl Contains

By Karl Contains

By Karl Contains

STATE OF ONLAHOMA )

COUNTY OF TULSA )

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Delevare, the corporation described in and which executed the foregoing certificate, known to me personally to be such, and he, the said E. F. Bullard, as such President, duly executed said certificate before me and acknowledged the said certificate to be his act and deed and the act and deed of said corporation; that the signature of the said President and of the Secretary of said corporation to said foregoing certificate are in the handwriting of the said President and Secretary of said Company respectively, and that the seal affixed to said certificate is the common or corporate seal of said corporation.

A STATE OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE

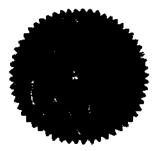
IN WITHERS WHEREOF, I have bereunto set my band and seel of office the day and year aforesaid.



## Office of Secretary of State.

J. Juhn M. Alexantell, Socretary of Rate of the State of Delaware, do bereby certify hat the above and foregoing is a true and correct copy of Certificate of Amendment of the "STANOLIND OIL AND GAS COMPANY", as received and filed in this office the first day of February, A.D. 1957. at 8:30 o'clock A.M.

In Testimony Thereof. I have hereunto set my hand and official seal at Dover this tiret ___in the year of our Lord 



#12600 Hagnolia Petroleum Co. with and into Socony Mobil Oil Co., Inc.

Instrument----Certificate of Merger Dated---Sept. 30, 1959
Filed---Oct. 22, 1959 at 8:15 a.m.
Recorded in Deed Book 752 pg. 636-639-



# The State of Texas

02°Z



I, ZOLLIE STEAKLEY. Secretary of State of the State of - GJUTERAS DO HEREBY CERTIFY that the attached is a true and conformed copy of the following described instrument on file in this office:

2600

Articles of Merger

of

MAGNOLIA PETROLEUM COMPANY, a Texas corporation

with and into

SOCONY MOBIL OIL COMPANY, INC., a New York corporation

for which a

FILED FOR RECORD

AT 8 1/4 O'CLOCK 4 M

Certificate of Merger was issued on September 30, 1959.

OCT 2 2 1959

IN TESTIMONY WHEREOF, I have hereunto signed my name officially and caused to be impressed hereon the Seal of State at my office in the City of Austin, this 30th day of September, A.D. 1959.

Secretary of State

MORIL OIL COMPANY
TITLE RECORDS DEPARTMENT
O. BOX SUG DALLAS 21 TEXAS

# ARTICLES OF MERGER OF MAGNOLIA PETROLEUM COMPANY with and into

#### SOCONY MOBIL OIL COMPANY, INC.

#### Pursuant to Article 5.07 of the Texas Business Corporation Act

Fursuant to the provisions of Article 5.07 of the Texas Business Corporation Act, the undersigned domestic and foreign corporations adopt the following Articles of Merger for the purpose of merging them into one of such corporations.

1. The names of the undersigned corporations and the States under the laws of which they are respectively organized are:

Name of Corporation	STATE
Magnolia Petroleum Company	Texas
Socony Mobil Oil Company, Inc.	New York

- 2. The laws of the State of New York permit such merger.
- 3. The name of the surviving corporation is Socony Mobil Oil Company, Inc., and it is to be governed by the laws of the State of Ivew York.
- 4. The following Plan of Merger was approved by the sole shareholder of the undersigned domestic corporation in the manner prescribed by the Texas Business Corporation Act, and was approved by the undersigned foreign corporation in the manner prescribed by the laws of the State of New York:

Plan of Merger of Magnolia Petroleum Company with and into Socony Mobil Oil Company, Inc.

- (1) The names of the corporations proposing to merge are Magnolia Petroleum Company and Socony Mobil Oil Company, Inc.
- (2) The name of the corporation into which they propose to merge, which is hereinafter designated as the Surviving Corporation, is Socony Mobil Oil Company, Inc.
- (3) The state under whose laws the Surviving Corporation is to be governed is New York, and the address of the principal office of the Surviving Corporation in the State of New York is 150 East 42nd Street, New York, N. Y.
- (4) All of the shares of capital stock of the merging corporation, Magnolia Petroleum Company, are named by the Surviving Corporation, and therefore such shares will not be converted into shares or other securities or obligations of the Surviving Corporation, but will be retired and cancelled upon the merger s being effected.
  - (5) When the merger is effected:
  - (a) Magnolia Petroleum Company and Socony Mobil Oil Company, Inc. shall become and be a single corporation, which shall be Socony Mobil Oil Company, Inc., the Surviving Corporation hereinbefore designated.
    - (i) The separate existence of Magnolia Petroleum Company shall cease.
  - (c) All and singular, the rights, privileges, immunities and franchises except as restricted by law, as well of a public as of a private nature, of Magnolia Petroleum Company, and all of the estate and property, real, personal, and mixed, and all debts due on whatever account, and all other choses in action, and all and every other interest, of or belonging to or due to Magnolia Petroleum Company, shall be taken and deemed to be transferred to and vested in the Surviving Corporation

without further act or deed, and be held, possessed, and enjoyed by the Surviving Corporation as fully and entirely and without change or diminution as the same were before held, possessed, and enjoyed by Magnolia Petroleum Company, and be managed and controlled by the Surviving Corporation, and in its name, but subject to all liabilities and obligations of Magnolia Petroleum Company and the rights of all creditors thereof. Magnolia Petroleum Company shall from time-to-time, as and wher requested by the Surviving Corporation or by its successors or assigns, execute and deliver, or cause to be executed and delivered, all such deeds and other instruments, and take or cause to be taken, such further or other action, as the Surviving Corporation may deem necessary or desirable in order to vest or perfect in, or confirm of record or otherwise, to, the Surviving Corporation, title to, and possession of all said estate, property, rights, privileges, immunities, and franchises acquired or to be acquired by reason of or as a result of the merger herein provided for, and otherwise to carry out the intent and purposes of this Prin of Magnolia Petroleum Company by the last acting officers thereof, or by any officers of the Surviving Corporation, or by such other persons as may be designated and authorized by the Surviving Corporation.

- (d) The Surviving Corporation shall thenceforth be responsible and liable for, and shall be deemed to have assumed, all the liabilities and obligations of Magnelia Petroleum Company and shall be liable in the taine manner as if it had itself incurred such liabilities and obligations; and any claim existing or action or proceeding pending by or against either of such corporations may be prosecuted as if the merger had not taken place, or the Surviving Corporation may be substituted in its place. Neither the rights of creditors nor any liens upon the property of either Magnelia Petroleum Company or Socony Mobil Oil Company, Inc. shall be impaired by the merger.
- (e) The assets and liabilities of Magnolia Petroleum Company and Socony Mobil Oil Company, Inc. shall be taken up or continued on the books of the Surviving Corporation at the amounts at which they respectively shall be carried at that time on the books of Magnolia Petroleum Company and Socony Mobil Oil Company, Inc., and the net surplus of Magnolia Petroleum Company and Socony Mobil Oil Company, Inc. which was available for the payment of dividends immediately prior to the merger shall continue to be available for the p_yment of dividends by the Surviving Corporation.
- (f) The corporate entity, existence and all of the estate, property, rights, powers, privileges, immunities and franchises of Socony Mobil Oil Company, Inc. shall continue unimpaired.

The foregoing provisions shall not limit any statutory provisions (whether or not inconsistent herewith) applicable to the assets, rights, liabilities and obligations of Magnolia Petroleum Company and Socony Mobil Oil Company, Inc.

- (6) When Socony Mobil Oil Company, Inc. shall have filed a certificate of ownership in the New York Department of State, and when duplicate originals of Anticles of Merger duly executed by Magnolia Petroleum Company and Socony Hobil Oil Company, Inc. have been delivered to the Secretary of State of the State of Texas, and upon issuance by said Secretary of State of a certificate of merger, the merger shall be effected.
- 5. As to each of the undersigned corporations, the number of shares outstanding, and the designation and number of outstanding shares entitled to vote on such Plan, are as follows:

	Number of	Entitled to Vote	
Name of Corporation	Shares Outstanding	Designation	Number of Shares
Magnolia Petroleum Company	1,250,000	Capital stock — \$100 par	1,250,000
Socony Mobil Cil Company, Inc.	48,533,247	Capital stock — \$15 par	48,533,247

.6. As to each of the undersigned corporations, the total number of shares voted for and against such Plan, respectively, was as follows:

	11 amout as drivit 60	
·	Total Voted	Total Voted
Name of Corporation	Por	Against
Magnolia Petroleum Company	1,250,000	0
Socony Mobil Oil Company, Inc.	0	0 -

7. Socony Mobil Oil Company, Inc., the surviving corporation, hereby: (a) agrees that it may be served with process in the State of Texas in any proceeding for the enforcement of any obligation of the undersigned domestic corporation and in any proceeding for the enforcement of the rights of a dissenting shareholder of such domestic corporation against the surviving corporation; (b) irrevocably appoints the Secretary of State of Texas as its agent to accept service of process in any such proceeding; and (c) agrees that it will promptly pay to the dissenting shareholders of such domestic corporation the amount, if any, to which they shall be entitled under the provisions of the Texas Business Corporation Act with respect to the rights of dissenting shareholders.

Dated: September 16, 1959.

MAGNOLIA PETROLEUM COMPANY

By J. L. LATIMER cbw.

President

And M. W. PATTERSON

Secretary

SOCONY MOBIL OIL COMPANY, INC.

By D. R. LAMONT

Vice President

[CORPORATE SEAL]

[CORPORATE SEAL]

And A. M. SHERWOOD
Secretary

STATE OF TEXAS

COUNTY OF DALLAS

\$5.:

I, PAULINE WILSON, a notary public, do hereby certify that on this 16th day of September, 1959, personally appeared before me J. L. LATIMER, who, being by me first duly sworn, declared that he is the President of Magnolia Petroleum Company, that he signed the foregoing document as President of the corporation, and that the statements therein contained are true.

Pauline Wilson Notary Public

[NOTABIAL SEAL]

PAULINE WILSON, Notary Public in and for Dallas County, Texas My commission expires June 1, 1961

STATE OF NEW YORK SS.:

I. ELIZABETH CONROY, a notary public, do hereby certify that on this 16th day of September, 1959, personally appeared before me D. R. LAMONT, who, being by me first duly sworn, declared that he is the Vice President of Socony Mobil Oil Company, Inc., that he signed the foregoing document as Vice President of the corporation, and that the statements therein contained are true.

ELIZABETH CONROY Notary Public

ELIZABETH CONROY

Notary Public, State of N. Y. #41-5793000

Qualified in Queens County

Cert. Filed in New York County

Commission Expires March 30, 1960

[NOTARIAL SEAL]

CERTIFICATE OF OWNERSHIP AND MERGER-

MAGNOLEA PETROLEUM COMPANY

SOCONY MOBIL OIL COMPANY, THE

resuant to Section 85 of the Stock corporation Law of the State of New York

Socony Mobil Oil Company, Inc., pursuant to the provisions of Section 85 of the Stock Corporation Law of the
State of New York, hereby sertifies, under its corporate seal,
by its officers thereunto duly authorized, as follows:

- corporation organized and existing under the laws of the State of New York.
- 2. That Magnolia Petroleum Company is a stock corporation organized and existing under the laws of the State of New York, and authorized to engage in business similar of incidental to the business which Socony Mobil Oil Company, Inc. 18 authorized to engage is.
- 3. That Socony Mobil 011 Company, Inc. owns all of the outstanding shares of the capital stock of said Magnolia Petroleum Company.
- the Board of Directors of Socony Mobil Oil Company, Inc. to merge said Magnolia Petroleum Company with and into Socony Mobil Oil Company, Inc. and to assume sil of its obligations

adopted at a meeting of gaid Board of Directors duly held on the 15th day of September, 1959: RESOLVED, that Magnolia Petroleum Company be marged with and into Socony Mobil Oll Company, Inc. and that Socony Mobil' 011 Company Inc. absume all of the obligations of Magnolia Petroleum Company; FURTHER RESOLVED, that the President or a vice resident, and the Secretary or the Treasurer, of this corporation be and they hereby ere authorized and directed to (a) make and execute, in the name and under the corporate seal of this Corporation, certificate of the conerahip by this Corporation of all of the outstanding shares of the capital stock of Magnolia Petroleum Company, which gertificate shall set Yorth a copy of the next preceding and this resolution and the date of adoption thereof (b) file the same in the Department of State of the State of New York; and (c) do all such other acts and things as they may deep necessary or advisable to effect such merger. IN WITNESS' WHEREOF, Secony Mobil Old' Company, Inc. caused this Certificate to be signed In its behalf by one of its vice presidents and its Secretary land the composite be hereunto affixed, this 16th day of September, SOCONY MOBIL OIL COMPANY.

OGUNTY OF NEW YORK } se'.

On this fifth day of September in the year 1959, before me personally came D. R. LAMONT and A. M.

for himself, did depose and say that he. D. R. LAMONT

and is a vice president of Socony Mobil Oil Company, Inc.,
the corporation described in and which executed the above.
instrument; and that he, A. M. Sherwood, resides in Princeton,
New Jersey and is the Secretary thereof; that each knows the
seal of said corporation; that the seal affixed to said
instrument is such corporate seal; that it was so affixed by
order of the board of directors of said corporation and that
each signed his mame thereto by like order.

Notary Public

Notary Public years at y 11379300 Undiffert by Doger County Cort. Edge in New York County Contribute in New York County

4 - 3-

State of New York DEPARTMENT OF STATE

13045

I CERTIFY That I have compared the preceding

copy with the original Certificate of Merger of

Magnolia Petroleum Company. (a Texas corporation)

Socony Mobil Oil Company, Inc., (a New York corporation),

filed in this department on the

30th

day of September

· 1 959

, and that a cah

copy is a correct transcript therefrom and of the whole of such original.

Milness my hand and the official soal of the Department of State at the City of Albany, this thirtieth September. one thousand nine bundled

fifty-nine.

Deputy Secretary of State

(Printed by the Department of State) corto 83.

Instrument---Warranty Deed dated----Oct. 11, 1960 Piled---Oct. 11,1960 at 10:55 a.m. Recorded in Deed Book 776 pg. 439

THE STATE OF TEXAS

know all high by these presents:

That I. Joe M. Baggett, of Brazoria County, Texas, hereinafter called Grantor, for and in consideration of the ; m of Ten (\$10.00) Dollars cash and other valuable consideration to me in hand paid by T. C. Baggett, R. L. Hammonds, M. K. Evans, E. Eigar, B. C. Hays, F. D. Harrell, B. G. Harrell, O. V. McFarland, Ted S. Dixon and J. H. Hughes, of Braxoria County, Texas, hereinafter called Grantees, the receipt of which is hereby acknowledged and confessed, and the further consideration of the assumption and agreement by Grantees to pay an 10/11ths portion of the unpaid balance of one certain promissory note in the principal aum of Two Thousand Eight Hundred Eighty (\$2880.00) Bollars, payable to Frank K. Stevens with interest thereon and subject to the terms of said note more particularly described in a Warranty Dead wherein Frank K. Stevens conveys the property herein described to Joe M. Baggett, which record new appears in Volume 624 on page 271 of the Deed Records of Brazoria County, Taxas, to which reference is here made; and the Grantees herein, upon satepting this deed, expressly assume an 10/11ths portion of such incumbrance and agree to pay such portion of such note in full according to its face. tenor and effect as a part of the consideration for this deal.

Have GRANTED, SOLD AND CONVEYED and by these presents do hereby GRANT, SELL, AND CONVET unto the said Grantees herein of Brazoria County, Texas, an undivided 10/11ths interest in that certain lot, tract, or parcel of land together with all improvements thereon, lying and being situated in the County of Brazoria, State of Texas, more particularly described as follows, to-wit:

Fract No. 24 in Division No. 8 of the Brazos Coast Investment Company's Subdivision in the F. J. Calvit League, Abstract No. 51, in Brazoria County, Texas, according to Plat of said Subdivision of record in Volume 2, Page 141-144 of the Plat Peccris of said County.

TO MANE AND TO HOLD the above described premises, together with all and singular the rights and appurtenances thereto in anywise balonging unto the said Grantees, their heirs and assigns forever, and the Grantor does bind himself, his heirs and assigns, to WARRANT AND FOFEVER DEFEND, all and singular, the said premises unto the said Grantees, their heirs and assigns, against every person whomsoever lawfully claiming or to claim the same on any part thereof.

WITNESS MY HAND this the Mith say of October 1960.

Joe H. Bagy ott

THE CALL OF MAN

THE STATE OF TEXAS

REFORE ME, the undersigned authority in and for said County and State on this day personally appeared Joe M. Baggett, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

CIVEN UNDER MY HAND AND SEAL OF OFFICE this the // they of Actales

Notary Public In & For Brazoria County, Texas.

HER THE CHEER TO TOTALL \$

LOUISE S. BAILEY Retary Public in and for Brazivia Crimty. Texas My Commission Expires Ame 1, 19 6 1 Instrument --- Release Dated --- July 5, 1961 Filed --- July 10, 1961 at 10:40 a.m. Recorded in Deed Book 796 pg. 193

THE STATE OF TEXAS ()

COUNTY OF BRAZORIA () \$146

whereas, on the 5th day of June, 1955 Joe M. Baggett executed and delivered to Frank K. Stevens his promissory vendor's lien note of that date in the principal sum of Two Thousand Eight Hundred Eighty and No/100 (\$2,880.00) Dollars with interest thereon from date at the rate of six (6%) per cent per annum, said note being payable in eighty-nine (89) monthly installments of Forty and No/100 (\$40.00) Dollars each and one (1) installment of Twenty-Three and 53/100 (\$23.53) Dollars and which said note was given as part of the consideration for the following described real estate situated in Brazoria County, Texas, to-wit:

Being Tract Number Twenty-Four (24) in Division Number Eight (8) of the Brazos Coast Investment Company's Subdivision in the P. J. Calvit League, Abstract Number Pifty-One (51) in Brazoria County, Texas and being the same land described in the Deed from Frank K. Stevens to the said Joe M. Baggett, recorded in Volume 624, Page 271 of the Deed Records of Brazoria County, Texas,

in which said Deed a Vendor's Lien was retained against said property to secure the payment of said note; and

WHEREAS, to further secure the payment of said note the said

Joe M. Baggett executed and delivered to F. W. Stevens, Trustee

a Deed of Trust Lien on said above described property; and

WHEREAS, on the 5th day of June, 1955 Joe M. Baggett made, executed and delivered to Frank K. Stevens his promissory note of that date in the principal sum of Four Thousand Three Hundred Twenty (\$4,320.00) Dollars with interest thereon from date at the rate of six (6%) per cent per annum, which said note was payable in eighty-nine (89) monthly installments of Sixty Dollars (\$60.00) each and one (1) final installment of Thirty-five and 34/100

# #8146

(\$35.34) Dollars; and which said note was given as part of the consideration for the following described real estate situated in Brazoria County, Texas, to-wit:

Being Tract Number Twanty-Five (25) in Division Number Eight (8) of the Brazos Coast Investment Company's Subdivision in the F. J. Calvit League, Abstract Number Pifty-One (51) in Brazoria County, Texas, being the same land described in the Deed from Frank K. Stevens to Joe M. Baggett, recorded in Volume 624, Page 259 of the Deed Records of Brazoria County, Texas,

in which said Deed a Vendor's Lien was retained against said above described property to secure the payment of same; and

WHEREAS, to further secure the payment of said note, said

Joe M. Baggett executed and delivered to F. W. Stevens, Trustee,

a Deed of Trust Lien on said above described property; and

WHEREAS, the said Frank K. Stevens is the legal owner and holder of both said above described notes and the liens securing the same, and said notes have been fully paid according to their face, tenor and effect.

NOW, THERSPORE, KNOW ALL MEN BY THESE PRESENTS: That I, FRANK K. STEVENS, of Brazoria County, Texas, for and in consideration of the premises, and the full and final payment of said above described notes, receipt of which is hereby acknowledged, hereby declare said indebtedness fully discharged and hereby RELEASE, REMISE and QUITCLAIM unto the said JOE M. BAGGETT, his heirs and/or assigns, all right title, equity and interest held by me in said above described tracts of land, by virtue of being the payee in said above described notes and the grantor in said above described deeds.

WITNESS MY HAND this the 5thday of July, 1961.

Frank K. Stevens

THE STATE OF TEXAS [ COUNTY OF BRAZORIA [

DEFORE ME, a Notary Public in and for Brazoria County, Texas, on this day personally appeared FRANK K. STEVENS known to me to be the person whose name is subscribed to the foregoing instrument and he acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the _____day of July, 1961.

Notary Public in and for Brazoria County, Texas

***

Instrument --- Warranty Deed Dated ---- June 20, 1961 Filed ---- July 10, 1961 at 10:40 a.m. Recorded in Deed Book 796 pg. 195

THE STATE OF TEXAS I

8147 KNOW ALL MEN BY THESE PRESENTS:

THAT We, JOB M. BAGGETT, M. K. EVANS, both of Brazoria County, Texas, R. L. County, Texas, T. C. BAGGETT, of Bastrop County, Texas, E. EDGAR of Brazoria HAMMONDS, of Harris County, Texas, B. C. HAYS, of Brazoria County, Texas, F. D. County, Texas, E. G. HARRELL, of HARRELL, of Travis County, Texas, O. W. McFARLAND, of Travis Brazoria County, Texas, TED S. DIXON, of Brazoria County, Texas and J. R. HUGHES, of Brazoria County, Texas, hereinafter called GRANTORS have GRANTED, SOLD and CONVEYED and by these presents do GRANT, SELL and CONVEY unto A. B. WILLIAMSON and wife, MARGARET G. WILLIAMSON, of Brazoria County, Texas, hereinafter called GRANTRES, the following described tracts or parcels of land, lying and being situated in Brazoria County, Texas, to-Wit:

#### Tract Number ONE:

Being the surface and surface rights only and a one-thirty-second (1/32nd) non-participating royalty interest in and to Tract Number Twenty-four (24), in division No. 8 of the Brazos Coast Investment Company Subdivision, in the F. J. Calvit League, Abstract #51, Brazoria County, Texas, according to plat of said subdivision of record in Volume 2, pages 143-144 of the Plat Records of said county.

#### Tract Number TWO:

Being the surface and surface rights only in and to Tract Number Twenty-five (25) in Division No. 8 of the Brazos Coast Investment Company Subdivision, P. J. Calvit League, Abstract #51, in Brazoria County, Texas, according to plat of said subdivision recorded in Volume 2, pages 143-144 of the Plat Records of said county.

There is expressly excepted from this conveyance all minerals in and under said above described tracts of land, together with all the usual and necessary rights of ingress and egress for the purpose of exploration, drilling, production and

#8147

marketing of such minerals. It being the intention of Grantors to convey to Grantees the surface and surface rights only in and to said above described tracts of land, together with a one-thirty-second (1/32nd) non-participating royalty interest in and under said above described Tract Number ONE. This conveyance is also subject to whatever rights the United states of America acquired under the Easement and Right-of-Way for the Intra-coastal Canal as set forth in the Basement from Brazoria County to the United States of America shown in Volume 319, Page 61 of the Deed Records of Brazoria County, Texas, which said rights were acquired by Brazoria County, Texas in that certain condemnation proceeding Number 2071, styled Brazoria County, Texas vs. J. W. Dennis in the records of the County Court of Brazoria County, Texas. This conveyance is also subject to whatever rights the United States Government may have in the way of Basement for spoil disposal or otherwise for the Intra-coastal Canal under Right-of-Way Deed executed by Frank K. Stevens, et al and recorded in Volume 298, Page 7 of the Deed Records of Brazoria County, Texas.

TO HAVE AND TO HOLD the above described premises, together with all and singular the rights and appurtenances thereto in anywise belonging unto the said GRANTEES, their heirs and assigns, forever; and we do hereby bind ourselves, our heirs, executors and administrators, to WARRANT and FOREVER DEFEND all and singular the said premises unto the said GRANTEES, their heirs and assigns, against every person whomsoever, lawfully claiming or to claim the same, or any part thereof.

THE CONSIDERATION for this conveyance is the sum of FIFTEEN THOUSAND and No/100 (\$15,000.00) DOLLARS, Seven Thousand Five Hundred and No/100 (\$7,500.00) Dollars cash to us in hand paid by Grantees, the receipt ofwhich is hereby acknowledged,

and the sum of Seven Thousand Five Hundred and No/100 (87,500.00) Dollars evidenced by one promissory Vendor's Lien Note of even date herewith executed by Grantees, payable to Grantors, or order; in the principal sum of Seven Thousand Five Hundred and No/100 (87,500.00) Dollars, bearing interest from maturity at the rate of ten per cent (10%), said note due on or before November 6, 1961 and payable at Freeport, Texas; said note containing the usual and customary acceleration, foreclosure and attorney's fees clauses; and said note being additionally secured by Deed of Trust of even date therewith executed by Grantees to Robert C. Koonce, Trustee, for the use and benefit of Grantors.

BUT IT IS EXPRESSLY AGREED AND STIPULATED that the Vendor's Lien is retained in favor of Grantors, or their assigns, against the above described property, premises and improvements, until the above described note and all interest thereon is fully paid, according to its face and tenor, effect and reading, when this Deed shall become absolute.

WITNESS OUR HANDS, this the 20 day of June, 1961.











Joe M. Baggett

Joe M. Baggett

J. C. Baggett

R. L. Hammonds

M. K. Evans

E Eclgar

B. Edgar

B. C. Hays

E. G. Harrell

DH. M.J.

O. W. McFarland

Ted S. Dixon

A Hughes

J. R. Hughes

THE STATE OF TEXAS . I

COUNTY OF BRAZORIA I

BEFORE ME, a Notary Public in and for said County and State, on this day personally appeared JOE M. BAGGETT known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF SPFICE, this the 26 day of

Hetery Public, IN and lot Brazeria County, Sause

Notary Public in and for Brazoria County, Texas

THE STATE OF TEXAS I

COUNTY OF BRAZORIA I

BEFORE ME, a Notary Public in and for said County and State, on this day personally appeared M. K. EVANS known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 26 day of

L. C. CODKSEY Notary Public, in and for Protoco Equative Total

Notary Public in and for Brazoria County, Texas

THE STATE OF TEXAS I

BEFORE ME, a Notary Public in and for said County and State, on this day personally appeared T. C. BAGGETT known to me to be the person whose name is subscribed to the foregoing instrument and he acknowledged to me that he executed the same for the purposes and consideration therein expressed.

of Luly , 1961.

Notary Public in andfor Boutte of County, Texas

P.J. ALEXANDER

THE STATE OF TEXAS I

REFORE ME, a Notary Public in and for said County and State, on this day personally appeared R. L. HAMMONDS known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 25 day of

Notary Public in and for HACKIS County, Texas C.M. Loftis

THE STATE OF TEXAS I

COUNTY OF BRAZORIA I

BEFORE ME, a Notary Public in and for said County and State, on this day personally appeared E. EDGAR known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 26 day of

. 1961.

L. C. COOKSEY

Notary Public, in and lef

Brazerte County, Texas

Notary Public in and for BRAZORIA County, Texas

THE STATE OF TEXAS

COUNTY OF BEALOWIA )

BEFORE ME, a Notary Public in and for said County and State, on this day personally appeared B. C. HAYS known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 26 day of 1961.

L C. COOKSEY Notery Public, IA and for Brazona County, Texas

Notary Public in and for BRAZORIA County, Texas

THE STATE OF TEXAS I

BEFORE ME, a Notary Public in and for said County and State, on this day personally appeared F. D. HARRELL known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 2007 day

FRANK W. McEEE Notary Public Trans County, Texas Notary Public in and for

THE STATE OF TEXAS

COUNTY OF BRAZOKIA I

BEFORE ME, a Notary Public in and for said County and State, on this day personally appeared E. G. HARRELL known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the  $\frac{27}{1961}$  day of  $\frac{27}{1961}$ .

L. C. COOKSEY Notary Public, in and Jay Brazonia County, 78885

Notary Public in and for BRAZORIACOUNTY, Taxas

THE STATE OF TEXAS

COUNTY OF TRAVIS

BEFORE ME, a Notary Public in and for said County and State, on this day personally appeared O. W. McFARLAND known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

of _______ . 1961.

Notary Public in and for
Tramic County, Texas
helen Cocarbi

THE STATE OF TEXAS I

COUNTY OF BEAZOR IAI

BEFORE ME, a Notary Public in and for said County and State, on this day personally appeared TED S. DIXON known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 26 day of

E. C. COOKSEY Notary Public, in and for Britishia Georgy, Tenne Notary Public in and for BRAZORIA County, Texas

THE STATE OF TEXAS

I

COUNTY OF BRAZORIA

BRFORE ME, a Notary Public in and for said County and State, on this day personally appeared J. R. HUGHES known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged that he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the  $\frac{26}{4}$  day of  $\frac{100}{4}$ , 1961.

L. C. COOKSEY Notary Public, in and for Brazoria County, Texas

Notary Public in and for BRAZOWIA County, Texas

#8148 A.B. Williamson & Wife to Robert C. Koonce, Trustee

Instrument----Deed of Trust Dated----June 20, 1961 Filed---July 10, 1961 at 10:40 a.m. Recorded in D/T Vol. 216 pg. 20

## The State of Texas, County of Brazoria 8148 Know All Men by These Presents:

That We, A. B. WILLIAMSON and wife, MARGARET G. WILLIAMSON

of Brazoria County, Texas, hereinafter styled parties of the first part, (and considered in the plural sense whether one or more) in consideration of the sum of One Dollar in hand said to the parties of the first part, by Robert C. Koonce, Trustee, party of the second part, of Brazoria

County, Taxas, the receipt whereof is hereby arknowledged, and of the further consideration, uses, purposes and trusts hereig set forth and declared, have Grantad, Bargained, Sold, Aliened, Conveyed and Confirmed, and by these presents do Grant, Bargain, Sell, Alien, Convey and Confirm, unto the said party of the second part, and also to the Substitute Trustee, as hereinafter provided, all of the following described property, lying and situated in the County of

Brazoria

, in the State of Texas, to-wit:

#### Tract Number ONE:

Being the surface and surface rights only and a ene-thirty-second (1/32nd) non-participating royalty interest in and to Tract No. 24, in Division No. 8, of the Brazos Coast Investment Company Subdivision, in the F. J. Calvit League, Abstract #51, Brazoria County, Texas, according to plat of said subdivision of record in Vol. 2, pages 143-144 of the Plat Records of said county.

#### , Tract Number TWO:

Being the surface and surface rights only in and to Tract No. 25 in Division 8 of the Brazos Coast . Investment Company Subdivision, F. J. Calvit League, Abstract #51, in Brazoria County, Texas, according to plat of said subdivision recorded in Vol. 2, pages 143-144 of the Plat Records of said county.

together with all improvements thereon, or hereafter to be placed thereon, and all and singular the rights and appearsnances to the same belonging or in anywise incident or appearaining.

TO HAVE AND TO HOLD unto the said party of the second part, and to his successors and his and their assigns forever, hereby covenanting and agreeing to Forever Warrant and Defend the premises aforesaid, and every part thereof unto the said Treatee and to the Substitute Trustee, and to the assigns of any Trustee hereunder, against all persons whomsoever lawfully claiming or to claim the same or any part thereof for and upon the following trusts, terms and conditions, to-wit:

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That, Whereas, the said parties of the first part are justly indebted to Joe M. Baggett, T.C.Baggett, R.L.Hammonds, M.K.Evans, E.Edgar, B.C.Havs, F.D.Harrell, E.G.Harrell, O.W. McParland, Ted S. Dixon and J. R. Hughes promisery note __ executed by the said party of the third part herits, as evidenced by One of the said party of the third part, and being further described as follows, to wit:

of even date herewith in the principal sum of Seven Thousand Five Hundred and No/100 (\$7,500.00) Dollars, bearing interest from maturity at the rate of ten per cent (10%), due on or before November 6, 1961, and payable at Freeport, Texas.

Now, should the said parties of the first part make prompt payment of said indebtedness, and shall pay, or esuase to be paid, all other indebtedness secured by this conveyance, both principal and interest, as the same shall become due and payable, and stretly comply with all the conditions and requirements herein provided, then this conveyance shall become null and void and of no further force or affect, and shall be released at the cost and expense of said indebtedness, or any part thereof, principal or interest, as the same shall become due and payable, or should said parties of the first part in any respect fail to keep and perform any one or more of the conditions herein provided to be kept and performed by said parties of the first part in any respect fail to keep and perform any one or more of the conditions herein provided to be kept and performed by said parties of the first part, then, and in any such case, the whole amount of said indebtedness remaining shall, at the option of the holder of said indebtedness; immediately mature and become payable, and it shall thereupon, or at any time thereafter, the same, or any part thereof, remaining unpaid, be the duty of the said party of the second part harein, and of his successor or substitute, as hereinafter provided, on the request of the holder of said indebtedness thereof (which request is hereby presumed) to enforce this Trust; and after advertising the time, place and terms of the said of the above conveyed and described property, or any part thereof (the privilege of sailing is whole or in part being hereby granted) for at least twenty-one days successively eart before the day of sale, by posting up written or printed notices thereof at three public places in the County in which said property is situated, one of which shall be at the Court House Door of such County, to sail the same, in accordance with such advertisement, at public suction, in from of the County in which said property is situated, on the first property above conveyed as an entirety or

In case of absence, death, inability, refusal or failure of the Trustee herein named to act, a successor and substitute may be named, constituted and appointed by the holder of said indebtedness, without other formality than an appointment and designation in writing; and this conveyance shall vest in him, as Trustee, the estate and title in all said premises and shall thereupon hold, possess and execute all the title, rights, powers and duties herein conferred on and Trustee named, and his conveyance to the purchaser shall be equally valid and effective; and such right to appoint a successor or Substitute Trustee shall exist as often and whenever from any of said causes, any Trustee, original or substitute, cannot or will not set.

It is agreed and stipulated that the parties of the first part herein shall and will at their own proper cost and expense, keep the property and premises herein described, and upon which a lien in hereby given and created, in good repair and condition, and pay and discharge as they are or may become payable, all and every taxes and assessments that are or may become payable thereon under any law, ordinance or regulation, whether made by Federal, State or Municipal authority, and shall keep said property fully insured in some companies approved by the holder of said indebtedness, to whom the loss, if any, shall be payable, and by whom the policies shall be kept, And in case of default made by the parties of the first part in performance of any of the foregoing stipulations, the same may be performed by the holder of said indebtedness, for account and at the expense of the parties of the first part, and any and all expense incurred and paid in so doing shall be payable by the parties of the first part to the party of the third part with interest at the rate of tan per cent per annum from the date when the same was so incurred or paid, and shall stand secured and payable by and under this deed in like manner with the other indebtedness herein mentioned, and the amount and nature of such expense and time when paid shall be held fully established by the affidavit of the holder of said indebtedness, or the holder's agent, or by the certificate of any Trustee acting hereunder. Provided, however, that the exercise of the right of advancement shall in nowise be considered or constitute a waiver of the right of the holder of said indebtedness to declare same, and all other indebtedness hereinded to be at once due and payable.

It is further agreed and stipulated that the security herein and hereby provided shall not affect, nor be affected by, any other or further security taken or to be taken for the same indebtedness, or any part thereof; and the said parties of the first part hereby declare that the property hereinbefore mentioned and conveyed to say party of the second part forms no part of any property by them owned, used, occupied or claimed as their homestend or as exempt from forced sale under the laws of the State of Texas, and disclaim and renounce all and overy claim thereto under any such law or laws.

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er.	SINGLE ACKNOWLEDG	MILNET	
THE STATE OF TEXAS.			
COUNTY OF			
REFORE ME, the undersigned, a Not	ary Public in and for said Co	unty and State, on this	dry personally appeared
mown to me to be the person whose name	5-5-5-1-1-1-1-1-1-1-1-1-1-1-1-1-1-1-1-1		ent, and acknowledged to
ne that he executed the same for GIVEN UNDER MY HAND AND SE.	or the purposes and consider AL OF OFFICE this the	ration therein express day of	sd. A. D. 19
(L S.)	Notary Public in and for		Contr. Tour
	Notery Public In and for		County, Texas
WIFE	8 SEPARATE ACKNOWLE	DGMENT	
THE STATE OF TEXAS, SUNTY OF			
REFORE ME, the undersigned, a Note	ary Public in and for said Co	unty and State, on this	day personally appeared
	, wife of		, knows
o me to be the person whose name is subscri- spart from her hysband, and having the sam	_ <del>-</del> _ • .		muined by me huard wa
cknowledged such instrument to be her act	and deed, and she declared	that she had willingly	signed the same for the
responses and consideration therein expressed, GIVEN UNDER MY HAND AND SE.	•	retract it. day of	A. D. 19
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(L &)	Notary Public in and for	2	County, Texas
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THE STATE OF TEXAS,	JOINT ACKNOWLEDGMEN	11	
COUNTY OF BRAZORIA			
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Instrument----R/W Dated----April 24, 1961 Filed----Aug. 15, 1961 at 8:10 a.m. Recorded in Deed Book 798 pg. 674

THE STATE OF TEXAS ) G7.403

THAT we, Joe M. Baggett, T. C. Baggett, R. L. Hammonds, M. K. Evans, E. Edgar, B. C. Hays, F. D. Harrell, E. C. Harrell, O. W. McFarland, Ted S. Dixon, and J. R. Hughes, of Brazoria County, Texas, in consideration of the sum of \$1.00 and other good and valuable considerations in hand paid by Brazoria County, acting through the Commissioners' Court of said County, receipt of which is hereby acknowledged, do by these presents grant, bargain, sell and convey, subject to the reservation hereinafter made, unto Brazoria County, the free and uninterrupted use, liberty and privilege of the passage in, along, upon and across the following lands in Brazoria County, Texas, owned by us, to-wit:

A strip of land twenty (20) feet in width extending across the Northwest end of Tracts 24 and 25, in Division 8, of the Brazos Coast Investment Company Subdivision, in the F. J. Calvit League, Abstract 51, in Brazoria County, Texas, according to the recorded map or plat thereof appearing in the Office of the County Clerk of Brazoria County, Texas.

The grantors herein except from this easement and reserve for themselves, their heirs and assigns, forever, all oil, gas and other minerals, in and under the land covered by this easement, but said grantors, for themselves, their heirs and assigns, waive all right of incress and egress to and from the surface of the land covered by this easement for the purposes of drilling, mining, exploring or developing such minerals.

For the purpose of opening, constructing and maintaining a construct road or State Highway in, along, upon and across said preffice, with the right and privilege at all times of the grantee herein, has or its agents; employes, workmen and representatives having ingress, egress, and regress in, along, upon and across said premises for the purposes of widing

additions to, improvements on, and repairs to the said road or highway, or any part thereof.

TO HAVE AND TO HOLD unto the said Brazoria County as aforesaid for the purposes aforesaid the premises above described.

for the purposes aforesaid the premis	es above described.
WITNESS OUR HANDS this the	day of <u>June</u> , A.D. 1961.
( Loo 32 Ban At	
Joe M. Baggatt	T. C. Baggett
R. L. Hammonds	177 hovan
F' Plane	de de de
E. Edgar	B. C. Aays
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THE STATE OF TEXAS ) COUNTY OF BRANCH	
spreared Joe K. Baggett, known to me scribed to the foregoing instrument, cuted the same for the purposes and a	and acknowledged to me that he exe-
	lotary Public in and for County, Texas.
THE STATE OF TEXAS )	are we must spread and the
spheared T. C. Baggett, known to me t scribed to the foregoing instrument, cuted the same for the purposes and c	and acknowledged to me that he exe-
THE STATE OF TEXAS ) COUNTY OF Engage )	continued to the second lie
scribed to the foregoing instrument, cuted the same for the purposes and c	and acknowledged to me that he exe-

Notary Public in and for County, Texas.

THE STATE OF TEXAS ) BEFORE ME, the undersigned authority, on this day personally appeared L. K. Evans, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 2.5 day of _, A.D. 1961. hotery Poblic in end for MARY C. CROCKETT Notary Public in and for the verianty, lower Reason My Comme of Street Low 1. 126/ THE STATE OF TEXAS ) COUNTY OF BRAZORA BEFORE ME, the undersigned authority, on this day personally appeared E. Edgar, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 24 day of _, A.D. 1961. Hasn C. Crockets MARY C. CROCKETT Almswry Public in and for Bastonis County, Trikes MA Carrent to the second 1961 County, Texas. THE STATE OF TEXAS )
COUNTY OF GEALOGIA BEFORE LE, the undersigned authority, on this day personally appeared B. C. Hays, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the And day of A.D. 1961. Jak. C. Cardet Manager a month than the first My Commission Length of Bull, 196 Notary Bublic in and for county, Texas. THE STATE OF TEXAS ) CCUNTY OF Decree ) bEFORE ME, the undersigned authority, on this day personally appeared F. D. Harrell, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER LY HAND AND SEAL CF OFFICE this the 15 day of Man, A.D. 1901. hatery Public in and for County, Texas. THE STATE OF TEXAS ) BEFORE 1E, the understand offerity, on this day personally appeared E. G. Herrell, known to be the person whose nome is subscribed to the forecoing instrument, and acknowledged to be that he executed the same for the purposes and consideration therein expressed.

Olivia. Under My Hand and SEAL OF CFI ICE this the And day of

(Kril , A.D. 1961.

hotary Public in and for Measonin County, Texas.

MARK C. CROSCRETT

THE STATE OF TEXAS ) COUNTY OF Tearis

BEFORE ME, the undersigned authority, on this day personal. appeared 0. W. McFarland, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that? executed the same for the purposes and consideration therein express

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 2014 day of

_, A.D. 1961.

in and for County, Texas.

THE STATE_OF TEXAS ) COUNTY OF BRAZZKIA)

BEFORE ME, the undersigned authority, on this day personal appeared Ted S. Dixon, known to me to be the person whose name is su scribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein express

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 20 day of ____, A.D. 1961.

G. C. HARDMAN, JR.

My Commission Exercise County, Yerse Notary Public in and for My Commission Exercise 6-63 Decreases County <u>Brownia</u> County, Texas.

THE STATE OF TEXAS COUNTY OF Benzoria )

BEFORE ME, the undersigned authority, on this day personal appeared J. R. Hughes, known to me to be the person whose name is st scribed to the foregoing instrument, and acknowledged to me that he cuted the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAID AND SEAL OF OFFICE this the 27 day (

_, A.D. 1961.

Public in and for PAZORIA _ County, Texas.

MARY CECKROLL Buckey that he me suppose Brown County, Toxes 

#14042 Jos M. Baggett, Et al to A. B. Williamson, et ux

Instrument -- Release of V/L & D/T Dated ---- November 13, 1961 Filed ---- Nov. 29, 1961 at 11:55 a.u. Recorded in Deed Book 806 pg 649

THE STATE OF TEXAS [ COUNTY OF BRAZORIA ]

14042

WHEREAS, on the 20th day of June, 1961 A. B. Williamson and wife, Margaret G. Williamson, made, executed and delivered to Joe M. Baggett, T. C. Baggett, R. L. Hammonds, M. K. Evans, E. Edgar, B. C. Hays, F. D. Harrell, E. G. Harrell, O. W. McParland, Ted S. Dixon and J. R. Hughes, or order, their promissory note of that date, in the principal sum of SEVEN THOUSAND FIVE HUNDRED DOLLARS (\$7,500.00), with interest from maturity at the rate of ten (10%) per cent per annum, said note being payable on or before the 6th day of November, 1961, and which said note was given as part of the purchase price for the following described real estate situated in Grazoria County, Texas, to-wit:

Tract Parage ONE:

Treat No. 24, in Division No. 6 of the Brazos Coast Investment Company Subdivision, in the 7. J. Calvit League, Abstract \$51, Brazoria County, Texas, according to plat of said subdivision of the Plat Records of page 143-144 of the Plat Records of page county.

Tract Number TWG:

Roing the surpose of said County,

and perm the same land congrated in the ened from Joe M.

Radgett, et al. to the parallel williamson and wife, Margaret

C. Filliamson, of record in the office of the County Clerk of

Brazoria County, Temas and in which were a Vendor's Lien was

retained against said property to encure the payment of said

note, and

WHEREAS, to further secure the payment of said note, the said A. B. Williamson and wife, Margaret G. Williamson, made, executed and delivered to Robert C. Koonce, Trustee, a peed of Trust Lien on said above described property, which said Deed DC Trust is duly recorded in the Office of the County Clerk of Brazoria County, Texas, and

WHEREAS, said note has been fully paid according to its face, tenor and effect and the payers in said note desire to release said note and said liens against said above described property.

NOW, THEREPORE, KNOW ALL MEN BY THESE PRESENTS: That We,
JOE M. BAGGETT, T. C. BAGGETT, R. L. HAMMONDS, M. K. EVANS,
E. EDGAR, B. C. HAYS, P. D. HARRELL, E. G. HARRELL, O. W.
McFARLAND, TED S. DIXON and J. R. HUGHES, for and in consideration of the premises and the full and final payment of the
said above described note, hereby declare said indebtedness
fully discharged and hereby RELEASE, REMISE and CUITCLAIM
undo the said A. B. WILLIAMOON and wife, MARGARET G. WILLIAMSON,
all right, title, interest and equity held by us in add above
described land by virtue or said above and Deed of Trust Lien.

WITNESS OUR HAND. . . 13 day of November . 1961.

Joe 2. Raggest

J. Bangell

T. S. Raggest

R. I. Hammonds

M. K. Evans

E. Edgar

B. C. Hays

B. C. Hays

P. D. Harrell

E. G. Harrell

O. W. McFarland

Ted S. Dixon

I. R. Hughes

THE STATEOF TEXAS

COUNTY OF BRAZORIA

BEFORE ME, a Notary Public in and for Brazoria County, Texas, on this day personally appeared JOE M. BAGGETT known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged that he executed the same for the purposes and consideration therein expressed.

of Housen under MY MAND AND MEAL OF OFFICE, this the 8 day

Notary Fublic in and for Brazoria County, Texas

THE STATE OF TEXAS

Notary Public in and for Brazaria County, Texas My Commission Expires June 1, 1963

COUNTY OF BRAZORIA !

BEFORE ME, a Notary fublic in and for Brazoria County, Texas, on this day personally appeared M. R. EVANS known to me to be the person whom them is subscribed to the foregoing instrument and achieves that he executed the same for the purposes and considerate at therein expressed.

OUVER UNUER MY 100 AND STALL OF OFFICE, this the William of Michael , 1961.

Hotary Public In and tor
Prazoria County, Texas
MAREABET B. SCILLIAMER

COUNTY OF Bastrops

SEFORE ME, a Notary Public in and for said County and state, on this day personally appeared T. C. BAGGETT known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the _/O day of Mouranter 1961.

THE STATE OF TEXAS COUNTY OF BRAZOKINY

BEFORE ME, a Nocary Public in and for said County and State, on this day personally appeared R. L. HAMMONDS known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to mo that he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 1022 day of Movember, 1961.

> Marke County, Texas MARKARET B. SCHLEMMER

THE STATE OF TEXAL

COUNTY OF BRAZORIA 1

BEFORE ME, a Notary Lublic in and for said County and State, on this day personally appeared E. EDGAR known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein ampressed.

of Marente, 1961.

Rotary Public in and

County, Taxas

THE STATE OF TEXAS

COUNTY OF BRAZORIAL

ELMO R. MAYS Sufary Public in and for Brazona County, Jevan My Commission Expires June 5, 1263

REFORS MS, a Nothing captac in and for daid county and state, on this day personally appeared B. C. HAVE known to me to be the person whose name is subscribed to the foregoing instrument and acknowledges that he c xecuted the same for the purposes and consideration therein engrephys.

GIVEN UNDER MY HAND AND CHAIL OF OFFICE, this the /3day of November, 1961.

Sotary Public in and for

MARY C CROCKETT _County, Texas

Matery Leber in and for Brazona County, Jaxas My Commission Expires July 1, 19 63

THE STATE OF TEXAS

COUNTY OF

BEFORE ME, a Notary Public in and for said County and State, on this day personally appeared F. D. HARRELL known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the // day Public in and for __ County, Texas

THE STATE OF TEXAS

COUNTY OF BRAZOCIA

BEFORE ME, a Notary Public in and for said County and State. on this day personally appeared E. G. HARRELL known to me to be the person whose name is subscribed to the foreging instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVER MY HAND AND SEAL OF OFFICE, this the menter, 1961.

County, Texas

THE STATE OF TEMAS

ELMO R. MAYS fectors Petric in and for Brazoria County, Texas My Commission Expires June 1, 1963

COUNTY OF

BEFOR: ME, a Natury fublic in and for said County and State, on t is day personally appeared O. W. McFARLAND known to me to be the person was a chart his execute.

ment and acknowled; the chart his execute.

The constant is the course impressed. be the person whose was a subscribed to the foregoing instruthat he executed the same for the

GOVERNMENT BY A VICE 120 Th . 1960.

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Stary lublic in and for

Lauren County, Tenso

THE STATEOF TEXAS

COUNTY OF BEAZOR'S

BEFORE ME, a Notary Public in and for said County and state, on this day personally appeared TED S. DIXON known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same forthe purposes and consideration therein expressed.

of November, 1961.

Notary Public in and fo

County, Texas

My Common on Laguest and 10 to 3

THE STATE OF TEXAS I

COUNTY OF BRAZORIA

BEFORE ME, a Notary Public in and for said County and State, on this day personally appeared J. 9. HUGHES known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged that he executed the same for the purposes and consideration therein expressed.

of November, 1961.

Mary C Crocket
Notary Fullic in and for

MARY C CROCKE: County, Texas

Notally Public in and for Brazilia Colorty, Taxa.

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THE STATE OF TEXAS I

#### KNOW ALL MEN BY THESE PRESENTS:

THAT We, A. B. WILLIAMSON and wife, MARGARET G. WILLIAMSON, of Brazoria County, Texas, hereinafter called GRANTOR, whether one or more, have GRANTED, SOLD and CONVEYED, and by these presents do GRANT, SELL and CONVEY, unto J. O. ANGLE, of Harris County, Texas, hereinafter called GRANTEE, the surface only of the following described lot, tract or parcel of land, lying and being situated in Brazoria County, Texas, to-wit:

The surface only of a lot 110 feet wide off of the West or Southwest side of Tract Number 24 out of the Brazos Coast Investment Company's Subdivision Number 8, F. J. Calvit, Jr. Survey, Abstract Number 51, Brazoria County, Texas, said 110 feet wide lot being described more particularly by metes and bounds as follows, to-wit:

BEGINNING at the Northwest corner of said Tract Number 24, same being in the Southeast right-of-way line of a 60 foot road; THENCE North 44° 24' East a distance of 110 feet along said road right-of-way line to a point in said line for the Northeast corner;

THENCE South 45° 36' East to a point on the North bank of the Intraccastal Canal for the Southeast corner; THENCE in a Westerly direction following the meanders of said canal to the Southwest corner of said Tract 24 for corner; THENCE North 45° 36' West along the Southwest or West line of said Tract 24 a distance of 737.48 feet, more or less, to the Place of Beginning.

This conveyance covers the surface only and is subject to a prior reservation of all the oil, gas and other minerals in Grantors' predecessors in title and to an easement for spoil disposal in favor of the United States of America as shown by the instrument of record in Volume 298 at page 7 of the Deed Records of Brazoria County. Texas.

TO HAVE AND TO HOLD the above described premises, together with all and simular the rights and appurtenances thereto in anywise belonging unto the said GRANTEE, his heirs and assigns, forever; and we do hereby bind ourselves, our heirs, executors and administrators, to WARRANT and FOREVER DEFEND all and singular the said premises unto the said GRANTEE, his heirs and assigns, against every person whomsoever, lawfully claiming or to claim the same, or any part thereof.

D-130

## VOI 894 PAGE 645

THE CONSIDERATION for this conveyance is the sum of TEN (\$10.00) DOLLARS and other good and valuable consideration to me in hand paid by GRANTEE, the receipt of which is hereby acknowledged, and the further sum of Ten Thousand and No/100 (\$10,000.00) Dollars, evidenced by one promissory Vendor's Lien Note, of even date herewith, executed by Grantes, payable to Grantors, or order, in the principal sum of Ten Thousand and No/100 (\$10,000.00) Dollars, bearing interest from date at the rate of seven (7%) per cent per annum, both principal and interest payable at Angleton, Texas, the principal of said note being payable in three (3) annual installments, two of which are to be in the sum of Three Thousand Three Hundred Thirty-Three and 33/100 (\$3,333.33) Dollars each and a final installment to be in the sum of Three Thousand Three Hundred Thirty-Three and 34/100 (\$3,233.34) Dollars, the first installment to become due and payable on or before the 29th day of October, 1965 and a like installment to become due and payable on or before the 29th day of October of each succeeding year thereafter until the whole principal sum has been paid, the interest on said note being payable annually as it accrues, in addition to and simultaneously with principal payment, with said note containing the usual and customary acceleration, foreclosure and attorney's fees clauses, and said note being additionally secured by Deed of Trust, of even date therewith, executed by Grantee to Edward R. Goff, Trustee, for the use and benefit of Grantors.

BUT IT IS EXPRESSLY AGREED AND STIPULATED that the Vendor's Lien is retained in favor of Grantors, or more assigns, against the above described property, premises and improvements, until the above described note and all interest thereon are fully paid, according to its face and tenor, effect and reading, when this Deed shall become absolute.

WITNESS OUR HANDS, this 29th day of October, 1964.

A. B. Williamson

Margaret G. Williamson

. DEED KT VOL 894 EMEE 646

THE STATE OF TEXAS COUNTY OF BRAZORIA I

BEFORE MI, a Notary Public in and for Brazoria County, Texas, on this day personally appeared A. B. WILLIAMSON known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 2914day of October, 1964.

un'y, Texas

THE STATE OF TEXAS COUNTY OF BRAZONA

BEFORE ME, a Notary Public ir and for Brazoria County, Texas, on this day personally appeared MARGARET G. WILLIAMSON, wife of A. B. WILLIAMSON, known to me to be the person whose name is subscribed to the foregoing instrument, and the said MARGARET G. WILLIAMSON, having been examined by me privily and apart from her husband and having the same fully explained to her, she, the said MARGARET G. WILLIAMSON, acknowledged such instrument to be her act and deed and declared that she had willingly signed the same for the purposes and consideration therein expressed, and that she did not wish to retract it.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the October, 1964.

> Notary Public in and for Brazoria County, Texas

> > FILED FOR RECORD AT 2/ O'CLOCK / M

> > > NOV 3 1964

H. R. STEVENS, JR. Cless County Court, Prozonia Co., Tex.

E SHI-T. W. DEED OF TRUST-LONG FORM-TAX AND INSURANCE CLAUSES-Cure 5. Clerks a Course, Sentence Deller

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### THE STATE OF TEXAS

BRAZORIA

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... DEED OF TRUST ( VOI. 263 PAGE 797

KNOW ALL MEN BY THESE PRESEN

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			·	D.R. GOFF, Truste
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The surface only of a lot 110 feet wide off of the West or Southwest side of Tract Number 24 out of the Brazos Coast Investment Company's Subdivision Number 8, F. J. Calvit, Jr. Survey, Abstract Number 51, Brazoria County, Texas, said 110 feet wide lot being described more particularly by metes and bounds as follows, to-wit:

BEGINNING at the Northwest corne of said Tract Number 24, same being in the Southeast right-of-way line of a 60 foot road;

THENCE North 44° 24' East a distance of 110 feet along said road right-of-way line to a point in said line for the Northeast corner;

THENCE South 45° 36' East to a point on the North bank of the Intracoastal Canal for the Southeast corner;

THENCE in a Westerly direction following the meanders of said canal to the Southwest corner of said Tract 24 for corner;

THENCE North 45° 36' West along the Southwest or West line of said Tract 24 a distance of 737.48 feet, more or less, to the Place of

## DEED OF TRUST VIOL 263 PART 798

together with all improvements thereon, or hereafter to be placed thereon and all and singular the rights and ap-
purtenances to the same belonging it in anywise incident or appertaining: To Have ann to Holn untothe
said partyof the second part, and tohissuccessorandassigns forever
hereby covenanting and agreeing to FOREVER WARRANT AND DE END the premises aforesaid, and every part thereof
unto the said Edward R. Coff and to the Substitute Trustee, and to the
assigns of any Trustee hereunder, against all person vison toever, lawfully claiming or to claim the same, for and
upon the following trusts, terms and conditions, to-wit: That whereas
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the said part. Y of the first part. 18 justly indebted to
A, B, Villiamson and Wife, Margaret G. Williamson
partyof the third part herein as evidenced byQDRcertain promissory note executed by the said
partyof the first part, and payable to the order of the said partyof the third part, as follows, to-wit:  Of even date, in the principal sum of \$10,000.00, bearing interest from date at the rate of 7% per annum, principal of said note payable in three annual installments, two of which are to be in the sum of \$3,333.33 each and a final installment to be in the sum of \$3,333.34, the first of such installments to be due and payable on or before the 29th day of October, 1965 and a like installment due and payable or. In before the 29th day of October of each succeeding year thereafter until the whole principal sum is paid, with interest payable annually as it accrues, in addition to and simultaneously with principal payment
And, whereas, it is contemplated that said
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### VOL 263 rag 799

as the Trustee acting may elect-and make due conveyance to the purchaser or purchasers, with general warranty, binding the said part Y of the first part herein, and his sale, the Trustee acting shall pay, first, all the expenses of advertising, sale and conveyance, including a commission of 18/8 per cent to himself and then to the said part. Y ............ of the third part, or any other holder thereof, the full amount of principal and interest due and unpaid on said indebtedness as hereinbefore set forth, rendering the balance of the porchase money, if any, to the part_Y___of the first part_NIS____heirs or assigns; and said sale shall forever he a percetual bar against It is expressly agreed that the recitals in the conveyance to the purchaser shall be full evidence of the truth of the matters therein stated, and all prerequisites to said sale shall be presumed to have been performed. In case of the absence, death, inability, refusal or failure of the Trustee herein named to act. a successor and substitute may be named, constituted and appointed by the said part. Y. .....of the third part herein, or other holder of said indebtedness without other formality than an appointment and designation in writing; and this conveyance shall vest in him, as Trustee, the estate and title in all said premises, and he shall thereupon hold, possess and execute all the title, rights, powers and duties herein conferred on said Trustee named and his conveyance to the purchaser shall be equally valid and effective; and such right to appoint a successor or Substitute Trustee shall exist as often and whenever from any of said causes, any Trustee, original or substitute, cunnot chasers at such sale, being the highest bidder.....

It is further agreed and stipulated that the security herein and hereby provided shall not affect, nor he affected by any other or further security taken or to be taken for the same indebtedness, or any part thereof; স্প্রেক্তির স্থেতির স্থেতির স্থেতির স্থেতির স্থেতির স্থেতির স্থিতির স্থিতির স্থিতির স্থিতির স্থিতির স্থিতির স্থিতির স্থিতির স্থিতির স্থিতির স্থিতির স্থিতির স্থিতির স্থিতির স্থিতির স্থিতির স্থিতির স্থিতির স্থিতির স্থিতির স্থিতির স্থিতির স্থিতির স্থিতির স্থিতির স্থিতির স্থিতির স্থিতির স্থিতির স্থিতির স্থিতির স্থিতির স্থিতির স্থিতির স্থিতির স্থিতির স্থিতির স্থিতির স্থিতির স্থিতির স্থিতির স্থিতির স্থিতির স্থিতির স্থিতির স্থিতির স্থিতির স্থিতির স্থিতির স্থিতির স্থিতির স্থিতির স্থিতির স্থিতির স্থিতির স্থিতির স্থিতির স্থিতির স্থিতির স্থিতির স্থিতির স্থিতির স্থিতির স্থিতির স্থিতির স্থিতির স্থিতির স্থিতির স্থিতির স্থিতির স্থিতির স্থিতির স্থিতির স্থিতির স্থিতির স্থিতির স্থিতির স্থিতির স্থিতির স্থিতির স্থিতির স্থিতির স্থিতির স্থিতির স্থিতির স্থিতির স্থিতির স্থিতির স্থিতির স্থিতির স্থিতির স্থিতির স্থিতির স্থিতির স্থিতির স্থিতির স্থিতির স্থিতির স্থিতির স্থিতির স্থিতির স্থিতির স্থিতির স্থিতির স্থিতির স্থিতির স্থিতির স্থিতির স্থিতির স্থিতির স্থিতির স্থিতির স্থিতির স্থিতির স্থিতির স্থিতির স্থিতির স্থিতির স্থিতির স্থিতির স্থিতির স্থিতির স্থিতির স্থিতির স্থিতির স্থিতির স্থিতির স্থিতির স্থিতির স্থিতির স্থিতির স্থিতির স্থিতির স্থিতির স্থিতির স্থিতির স্থিতির স্থিতির স্থিতির স্থিতির স্থিতির স্থিতির স্থিতির স্থিতির স্থিতির স্থিতির স্থিতির স্থিতির স্থিতির স্থিতির স্থিতির স্থিতির স্থিতির স্থিতির স্থিতির স্থিতির স্থিতির স্থিতির স্থিতির স্থিতির স্থিতির স্থিতির স্থিতির স্থিতির স্থিতির স্থাতির স্থিতির স্থিতির স্থিতির স্থিতির স্থিতির স্থিতির স্থিতির স্থিতির স্থিতির স্থানির স্থানির স্থানির স্থাতির স্থাতির স্থাতির স্থাতির স্থানির স্থানির স্থানির স্থানির স্থানির স্থানির স্থানির স্থানির স্থানির স্থানির স্থানির স্থানির স্থানির স্থানির স্থানির স্থানির স্থানির স্থানির স্থানির স্থানির স্থানির স্থানির স্থানির স্থানির স্থানির স্থানির স্থানির স্থানির স্থানির স্থানির স্থানির স্থানির স্থানির স্থানির স্থানির স্থানির স্থানির স্থানির স্থানির

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DEED OF TRUST WE 283 MAY 800

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THE STATE OF TEXAS,	}			
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nent to be her act and deed, and declared she had				_
spressed, and that she did not wish to retract it.				
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16741 THE STATE OF TEXAS

WIL 895 MGE 580

COUNTY OF BRAZORIA Y

Place of Beginning,

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#### KNOW ALL MEN BY THESE PRESENTS:

THAT We, A. B. WILLIAMSON and wife. MARGARET G. WILLIAMSON, of the County of Brazoria, State of Texas, hereinafter called OWNER, whether one or more, the legal owner and holder of that certain vendor's lien promissory note in the original grincipal sum of Ten Thousand and No/100 (\$19,000.00). Dollars, executed by J. O. Angle, dated the 29th day of October, 1964, and fully described in and secured by lien retained in Deed of A. B. Williamson and wife, Margaret G. Williamson, to J. O. Angle, and additionally secured by deed of trust, executed by J. O. Angle to Edward R. Coff, Trustee, dated the 29th day of October, 1964, both instruments being of record in the Office of the County Clerk of Brazoria County, Texas, to which reference is here made, conveying the following described property, to-wit:

The surface only of a lot 110 feet wide off of the West or Southwest side of Tract Number 24 out of the Brazos Coast Investment Company's Subdivision Number 8, F. J. Calvit, Jr. Survey, Abstract No. 51, Brazoria County, Texas, said 110 feet wide lot being described more particularly by metes and bounds as follows, to-wit:

BEGINNING at the Northwest corner of said Tract Number 24, same

being in the Southeast right-of-way line of a 60' road;
THENCE North 44° 24' East a distance of 110 feet along said road right-of-way line to a point in said line for the Northeast corner;
THENCE South 45° 36' East to a point on the North bank of the Intracoastal Canal for the Southeast corner;
THENCE in a Westerly direction following the meanders of said canal to the Southwest corner of said Tract 24 for corner;
THENCE North 45° 36' West along the Southwest or West line of said Tract 24 a distance of 737.48 feet, more or less, to the

for and in consideration of Ten (\$10.00) Dollars and other good and valuable consideration to the above named Owner in hand paid by BRAZOSPORT SAVINGS AND LOAN ASSOCIATION, of the County of Brazoria, State of Texas, hereinafter called PURCHASER, receipt of which is hereby acknowledged, have SOLD.

DEED

## vm 895 ens 581

ASSIGNED and TRANSFERRED, and by these presents do SELL, ASSIGN and TRANSFER unto the said Purchaser, without recourse in any event, the above described vendor's lien note and the superior title retained in the above mentioned deed and deed of trust to secure said note.

DATED this the // day of November, 1964.

Ĭ

A. B. Williamson

Margaret G. Williamson

THE STATE OF TEXAS

COUNTY OF BRAZORIA (

BEFORE ME, a Notary Public in and for Brazoria County, Texas, on this day personally appeared A. B. WILLIAMSON and MARGARET G. WILLIAMSON, his wife, both known to me to be the persons whose names are subscribed to the foregoing instrument and acknowledged to me that they each executed the same for the purposes and consideration therein expressed; and the said MARGARET G. WILLIAMSON, wife of the said A. B. WILLIAMSON, having been examined by me privily and apart from her husband and having the same fully explained to her, she, the said MARGARET G. WILLIAMSON, acknowledged such instrument to be her act and deed and declared that she had willingly signed the same for the purposes and consideration therein expressed, and that she did not wish to retract it.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the // day of other, 1964. November, 1964.

Notary Public in and for Brazoria County, Texas

AT C'CLOCK

NOV 1 6 1964

H R. STEVENS, JR.

VOI 896 TALE 328

THE STATE OF TEXAS

COUNTY OF BRAZORIA

#### KNOW /LL MEN BY THESE PRESENTS:

THAT We, A. B. \ 'LIAMSON and wife, MARGARET G. WILLIAMSON, of brazoria County, Texas, hereinafter called GRANTORS, have GRANTED, SOLD and CONVEYED, and by these presents do GRANT, SELL and CONVEY, unto VERNON C. WILSON, of Harris County, Texas, hereinafter called GRANTEE, the surface only of the following described lot, tract or parcel of land, lying and being situated in Brazoria County, Texas, to-wit:

The surface only of a lot 110 feet wide out of Tract Number 24, out of the Brazos Coast Investment Company's Subdivision Number 8, F. J. Calvit, Jr. Survey, Abstract Number 51, Brazoria County, Texas, said tract herein conveyed being more particularly described by metes and bounds as follows, to-wit: BEGINNING at a point 110 feet North 44° 24' East of the Northwest corner of said Tract Number 24, same being in the Southeast right-of-way line of a 60 foot road for place of beginning: THENCE North 44° 24' East a distance of 110 feet along said road right-of-way line to a point in said line for the Northeast corner of this tract;

THENCE South 45° 36' East to a point on the North bank of the Intracoastal Canal for the Southeast corner of this lot; THENCE in a Westerly direction following the meanders of said canal approximately 110 feet to the Southeast corner of the tract previously sold by Grantors to J. O. Angle, said point being the Southwest corner of this tract;

THENCE North 45° 36' West and parallel to the Southwest or West line of said Tract 24, a distance of approximately 737.48 feet to the place of beginning.

This conveyance covers the surface only and is subject to a prior reservation of all the oil, gas and other minerals in Grantons' predecessors in title and to an easement for spoil disposal in favor of the United Status of America as shown by the instrument of record in Volume 298, at page 7 of the Deed Records of Biazonia County, Texas

TO HAVE AND TO HOLD the above described presuses, together with all and singular the rights and appurtenances thereto in anywise belonging unto the said GRANTEE, his heirs and assigns, forever; and we do hereby bind ourselves, our heirs, executors and administrators, to WARRANT and FOREVER DEFEND all and singular the said premises into the said GRANTEE, his heirs and assigns,

### VOL 896 PALE 329

against every person whomsoever, lawfully claiming or to claim the same, or any part thereof.

THE CONSIDERATION for this conveyance is the sum of TEN (\$10.00) DOLLARS and other good and valuable consideration to us in hand paid by GRANTEE, the receipt of which is hereby acknowledged, and the further sum of TWELVE THOUSAND and No/100 (\$12,000.00) DOLLARS, evidenced by one promissory Vendor's Lien Note, of even date herewith, executed by Grantee, payable to GRANTORS, or order, in the principal sum of Twelve Thousand and No. 100 (\$12,000.00) Dollars, bearing interest from date at the rate of seven (7%) per cent per annum, both principal and interest payable at Angleton, Texas, the principal of said note being payable in three (3) annual it stallments of Four Thousand and No/100 (\$4,000.00) Dollars each, the first in Hallment to become due and payable on or before the 18th day of November, 1965 and a like installment to become due and payable on or before the 18th day of November of each succeeding year thereafter until the whole principal sum has been paid, the interest on said note being payable annually as it accrues, contemporaneously with prescripal payment, with said note containing the usual and customary acceleration, foreclosure and atteney's fee clauses, and said note being additionally secured by Deed of Trust, of even date therewith, executed by Grantee to Edward R. Goff, Trustee, for the use and benefit of Grantors.

BUT IT IS EXPRESSLY AGREED AND STIPULATED that the Vendor's Lien is retained in tavor of Grantors, or their assigns, against the above described property, premises and improvements, until the above described note and all interest thereon are fully place, according to its face and tenor, effect and reading, when this Deep claims, these property.

WITNESS OUR HANDS, that _______ day of November, 1964.



A. S. Williamson

Margaret G. Williamson

DEFO

THE STATE OF TEXAS

w 896 in 330

COUNTY OF BRAZORIA

BEFORE ME, a Notary Public in and for Brazoria County, Texas, on this day personally appeared A. B. WILLIAMSON known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND STAL OF OFFICE, this = 1/2 day of November, 1964.

Notary Public in and for Brazoria gounty, Texas

THE STATE OF TEXAS [ COUNTY OF BRAZORIA ]

BEFORE ME, a Notary Public in and for Brazoria County, Texas, on this day personally appeared MARGARET G. WILLIAMSON, wife of A. B. WILLIAMSON, known to me to be the person whose name is subscribed to the foregoing instrument, and the said MARGARET G. WILLIAMSON, having been examined by me privily and apart from her husband and having the same infly explained coher, she, the said MARGARET G. WILLIAMSON, acknowledged such instrument to be her act and deed and declared that she had willingly woned the same for the purposes and consideration therein coups seed, and that she did not wish to retract it.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the ______ cay of November, 1964.

Kota - Pashe in ani of Brazoria County, Texas

FRED FOR PECCHO AT___ORGOCK____M

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Commission Commission Content

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## 17181

COUNTY OF ....

### THE STATE OF TEXAS

BRAZORIA

VOI 264 PAIS 757

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••	ed and Sold, and by these presents		•
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The surface only of a lot 110 feet wide out of Tract Number 24, out of the Brazos Coast Investment Company's Subdivision Number 8, F. J. Calvit, Jr. Survey, Abstract Number 51, Brazoria County, Texas, said tract herein conveyed keing more particularly described by metes and bounds as follows, to-wit:

BEGINNING at a point 110 feet North 44° 24' East of the Northwest corner of said Tract Number 24, same being in the Southeast right-of-way line of a 60 foot road for place of beginning;

THENCE North 44° 24' East a distance of 110 feet along said road right-of-way line to a point in said line for the Northeast corner of this tract; THENCE South 45° 36' East to a point on the North bank of the Intracoastal Canal for the Southeast corner of this lot;

THENCE in a Westerly direction following the meanders of said canal approximately 110 feet to the Southeast corner of the tract previously sold by Grantors to J. O. Angle, said point being the Southwest corner of this tract:

THENCE North 45° 36' West and parallel to the Southwest or West line of said Tract 24, a distance of approximately 737.48 feet to the Place of Beginning.

# " DEED OF TRUST voil 264 mas 758

together with all improvements thereon, or hereafter to be placed thereon and all and singular the rights and ap-
purtenances to the same belonging or in anywise incident or appertaining: To Havi: AND TO HOLD untothe
said partX
hereby covenanting and agreeing to Forevea WARRANT AND DEPEND the premises aforesaid, and every part thereof
unto the said Edward R. Goff and to the Substitute Trustee, and to the
assigns of any Trustee hereunder, against all persons whomsoever, lawfully claiming or to claim the same, for and
upon the following trusts, terms and conditions, to-wit: That whereas
Vernon C. Wilson
the said part y of the first part 15 justly incepted to
A, B. Williamson and wife, Margaret G, Williamson
particises, and the third part herein as evidenced by
partyof the first part, and payable to the order of the said partof the third part, as follows, to-wit:
Note of even date herewith in the principal amount of Twelve Thousand
(\$12,000.00) Dollars, bearing interest at the rate of seven (7%) per
cent per annum, principal of said note payable in three (3) annual
installments of Four Thousand (\$4,000.00) Dollars each, the first
installment due and payable on or before the 18th day of November.
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And, whereas, it is contemplated that said Vernon C. Wilson
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### VOI. 264 PAGE 759

as the Trustee acting may elect-and make due conveyance to the purchaser or purchasers, with general warranty, binding sale, the Trustee acting shall pay, first, all the expenses of advertising, sale and conveyance, including a commission of five per cent to himself and then to the said part. ies of the third part, or any other holder thereof, the fell amount of principal and interest due and unpaid on said indebtedness as hereinbefore set forth, rendering the balance of the nurchase money, if It is expressly agreed that the recitals in the conveyance to the purchaser shall be full evidence of the truth of the matters therein stated, and all prerequisites to said sale shall be presumed to have been performed. In case of the absence, death, inability, refusal or failure of the Trustee herein named to act, a successor and substitute may be named, constituted and appointed by the said part...185 ... of the third part herrin, or other holder of said indebtedness without other formality than an appointment and designation in writing; and this conveyance shill vest in him, as Trustee, the estate and title in all said premises, and he shall thereupon hold, possess and execute all the title, rights, powers and duties herein conferred on said Trustee named and his conveyance to the purchaser shall be equally valid and effective; and such right to appoint a successor or Substitute Trustee shall exist as often and whenever from any of said causes, any Trustee, original or substitute, cannot or will not act. The part IES ..... of the third part, or other holder under them, shall have equal rights to become the purchasers at such sale, being the highest hidder.....

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THE STATE OF TEXAS

COUNTY OF BRAZORIA

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KNOW ALL MEN BY THESE PRESENTS:

THAT We, A. B. WILLIAMSON and wife, MARGARET G. WILLIAMSON, of the County of Brazoria, State of Texas, hereinafter called OWNER, whether one or more, the legal owner and holder of that certain Vendor's Lien Promissory Note in the original principal sum of TWELVE THOUSAND and No/100 (\$12,000.00) DOLLARS, executed by VERNON C. WILSON, dated the 17th day of November, 1964, and fully described in and secured by lien retained in Deed of A. B. WILLIAMSON and wife, MARGARET G. WILLIAMSON, to VERNON C. WILSON, and additionally secured by Deed of Trust, executed by Vernon C. Wilson to Edward R. Goff, Trustee, dated the 17th day of November, 1964, both instruments being of record in the Office of the County Clerk of Brazoria County, Texas, to which reference is here made, conveying the following described property, to-wit:

The surface only of a lot 110 feet wide out of Tract Number 24, out of the Brazos Coast Investment Company's Subdivision Number 8, F. J. Calvit, Jr. Survey, Abstract Number 51, Brazoria County, Texas, said tract herein conveyed being more particularly described by metes and bounds as follows, to-wat: BEGINNING at a point 110 feet North 44° 24' East of the Northwest corner of said Tract Number 24, same being in the Southeast right-of-way line of a 60 foot road for place of beginning: THENCE North 44° 24' East a distance of 110 feet along said road right-of-way line to a point in said line for the Northeast corner of this tract;

THENCE South 45° 36' East to a point on the North bank of the Intracoastal Canal for the Southeast corner of this let; THENCE in a Westerly direction following the monders of the canal approximately 110 foot to the Southeast corner of the tract previously sold by Grunters to J. O. Angle, head point being the Southwest corner of this tract;

THENCE North 45° 36' West and parallel to the Scetnure Fills West line of said Tract 24, a distance of approximately 737.46 feet to the Place of Beginning.

for and in consideration of Ten and Ne/100 (\$10.00) Bollars and other moorland valuable consideration to the above named Owner in hand paid by PRAZOSPOR?

SAVINGS AND LOAN ASSOCIATION, of the County of Brazonia, State of Texas, hereinafter called PURCHASER, receipt of which is hereby acknowledged, have

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SOLD, ASSIGNED and TRANSFERRED, and by these presents do SELL, ASSIGN and TRANSFER unto the said Purchaser, without recourse in any event, the above described Vendor's Lien Note and the superior title retained in the above mentioned Deed and Deed of Trust to secure said note.

DATED this the 124 day of November, 1964.

A. B. Williamson

Margaret G. Williamson

THE STATE OF TEXAS

COUNTY OF BRAZORIA [

BEFORE ME, a Notary Public in and for Brazoria County, Texas, on this day personally appeared A. B. WILLIAMSON and MARGARET G. WILLIAMSON, his wife, both known to me to be the per sons whose names are subscribed to the foregoing instrument, and acknowledged to me that they each executed the same for the purposes and consideration therein expressed; and the said MARGARET G. WILLIAMSON, wife of the said A. B. WILLIAMSON, having been examined by me privily and apart from her husband and having the same fully explained to her, she, the said MARGARET G. WILLIAMSON, acknowledged such instrument to be her act and deed and declared that the had willingly signed the same for the purposes and consideration therein expressed, and that she did not wish to retract it.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the ______ day of November, 1964.

Notary Public in and for Brazoria County, Texas

FILED FOR RECGRD

AT 1/1/3 O'CLOCK 1/1/4

NOV 2 8 1964

M. R. STEVEND, JR.
Clerk County Count, Snorth, Co., Tem.

THE STATE OF PLEAS ?

COUNTY OF BALFORTA )

## DEED OF TRUST voi 277 mc 928

This been or yours, node one entered into he and between A. B. Williamson and wife, Margaret Williamson,

of Braserie County, Tesas, hereinofter calles independs Consting one or more) and Smote P, Statests of Braserie County, Jones, incrematics called Technique and Loren Agent Lating, a Superscient, wife the principal place or business to Sungaint, Crescie County, Tesas, hereinoteder ealled more confident to the contract of the contract of the contract of the contract of the contract of the contract of the contract of the contract of the contract of the contract of the contract of the contract of the contract of the contract of the contract of the contract of the contract of the contract of the contract of the contract of the contract of the contract of the contract of the contract of the contract of the contract of the contract of the contract of the contract of the contract of the contract of the contract of the contract of the contract of the contract of the contract of the contract of the contract of the contract of the contract of the contract of the contract of the contract of the contract of the contract of the contract of the contract of the contract of the contract of the contract of the contract of the contract of the contract of the contract of the contract of the contract of the contract of the contract of the contract of the contract of the contract of the contract of the contract of the contract of the contract of the contract of the contract of the contract of the contract of the contract of the contract of the contract of the contract of the contract of the contract of the contract of the contract of the contract of the contract of the contract of the contract of the contract of the contract of the contract of the contract of the contract of the contract of the contract of the contract of the contract of the contract of the contract of the contract of the contract of the contract of the contract of the contract of the contract of the contract of the contract of the contract of the contract of the contract of the contract of the contract of the contract of the contract of the contract of the contract

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The Surface Only of a wact of land 229 feet wide out of Tracts No. 24 and 25, Brazos Cc. . Investment Company Subdivision No. 8, F. J. Calvit Survey, instract 51, Brazoria County, Texas and more particularly described as follows:

BEGINNING at a point 220 feet North 44° 24' East of the Northwest corner of said Tract No. 24, same being in the Southeast right-of-way line of a 60 foot road, for place of beginning;

THENCE North 44° 24' East a distance of 229.4 feet to the Northeast corner of said Tract No. 25;

THENCE South 45° 36' East to a point on the North bank of the Intracoastal Canal, same being the Southeast corner of Tract No. 25; THENCE in a Westerly direction following the meanders of said canal approximately 229.4 feet to the Southeast corner of a tract of land previously sold by Grantors to Vernon C. Wilson, said point being the Southwest corner of this tract;

THENCE North 45° 36' West and parallel to the Southwest or West line of Tract No. 25 a distance of approximately 783.85 feet to the place of beginning.

To save and to not the above described property, together with mix rights, dervolvements and apportunance therefore by a continue of the same property to the same property to the same property to the same property of the same property of the same property of the same property of the same property of the same property of the same property of the same property of the same property of the same property of the same property of the same property of the same property of the same property of the same property of the same property of the same property of the same property of the same property of the same property of the same property of the same property of the same property of the same property of the same property of the same property of the same property of the same property of the same property of the same property of the same property of the same property of the same property of the same property of the same property of the same property of the same property of the same property of the same property of the same property of the same property of the same property of the same property of the same property of the same property of the same property of the same property of the same property of the same property of the same property of the same property of the same property of the same property of the same property of the same property of the same property of the same property of the same property of the same property of the same property of the same property of the same property of the same property of the same property of the same property of the same property of the same property of the same property of the same property of the same property of the same property of the same property of the same property of the same property of the same property of the same property of the same property of the same property of the same property of the same property of the same property of the same property of the same property of the same property of the same property of the same property of the same property of the same property of th

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- (e) CARE OF PROTERTY. That they will commit or permit no wante on the and premises and that they will keep the buildings, fences and all other improvements now or hereafter erected on said land in sound condition and in grow cepair and that they will neither do not permit to be done mything to the said premises that may impare value thereof.
- (f) CONDEMNATION. That the Notcholder shall be entitled to receive any sums which have been or may be awarded Grantora for the condemnation of the premise or any part thereof for public use and any sums which may be awarded Grantora for damages caused by public works or construction on or sear the premises. Unless whereaves agreed, any sum received by the Noteholder under the provisions of this paragraph shall be applied to the payment of principal, whether then matured or rec, in the inverse order of its maturity.
- (a) BSURANCE. At all times to keep the improvements on said superty insured against fire, turnado and half, in favor of the Notcholder (who shall hald the policies of insurance), in the full insurable value of such improvements in insurance companies and on unaurance policy forms acceptable to the Notcholder. All policies of insurance and renewals thereof shall, with the premiums fully paid, be delivered to the Notcholder as assued at least theirly days before the expiration of the old policies and half be held by the Notcholder until all sums hereby secured are fully paid. In case of sale pursuant to a foreclosure of this deed of trust or own i transfer of title a few above described property in extinguishment of the indebtedness secured hereby, complete title to all policies held by the Notcholder and to all owners and the new above described property in extinguishment of the indebtedness secured hereby, complete title to all policies held by the Notcholder and to all owners and the purchase or granter. The Notcholder may collect the proceeds of any and all insurance that may become research, and, at its or his option, may use the same to rebuild or restore the said improvements or may apply the same to the discharge of the principal indebtedness according to by, whether theometric or mature in the future, and may deduct therefrom any expenses incurred in connection with the collection or handling of the said sund. And it is further expensive according to the said sund. And it is further that the Notcholder shall not be responsible for fetture to collect any insurance proceeds due under the terms of any policy provided for herein regards of the cause of such failtres.
- (h) DEBURSTMENTS BY NOTEHOLDER. That the Noteholder may, at its or his office, without denied or notice and without waiver of any right whatsower, he is the region of the noteholder and upon the said premises or pay any delinquent tax or assessment and upon such payment the Noteholder shall be subregated respectively substitute the first of the holder of such lice or claim or to the rights of the taxing authority, that the Noteholder may advance any impall assurance premiums and they effect for provided by the Grantors as provided elsewhere herein, that whenever the Grantors have failed to properly maintain the improvements. the Noteholder may make any increasary for the primer preservation of the security; and the Grantors hereby expressly agree to pay to the Noteholder, upon demand, any and all disbursements enable the provisions of this deed of this trigether with interest thereon at the rate which the principal of said note shall bear after maintity as above provided from the respect of such disbursements and all such disbursements shall become a part of the indeptedness recurred hereby, payable at the same place specified in the size hereby secured.
- (i) PARTIAL RELEASES AND EXTENSIONS. That the Notendian without notes of the security described bettern or any person liable to any indebtedness secured better, without in any way affecting the lien better union any part of the security not expressly released and may agree with any party obligate it said indebtedness or having any interest to the accurate describe thereis to extend the time for payment of any part of all of the indebtedness secured better it such agreement shall not to any way release by impact the lien better from the less that extend the line better a subject to this deed of trust.
- (i) EXERCISE OF ONE OPTION SOT WAIVER OF ANCINER. That the exercise of you option given under the turns of this deed of trust shall not be considered as a waiver of the right to exercise any other option down outside on the thing of a your to disactions this deed of trust shall never be considered as election so as to preclude foreclosure under power of sale after a disable of the outside power of sale after a disable of the outside of the outside power of sale after a disable of the outside of the outside of the outside of the outside of the outside of the outside of the outside of the outside of the outside of the outside of the outside of the outside of the outside of the outside of the outside of the outside of the outside of the outside of the outside of the outside of the outside of the outside of the outside of the outside of the outside of the outside of the outside of the outside of the outside of the outside of the outside of the outside of the outside of the outside of the outside of the outside outside of the outside of the outside outside outside outside outside of the outside outside outside outside outside outside outside outside outside outside outside outside outside outside outside outside outside outside outside outside outside outside outside outside outside outside outside outside outside outside outside outside outside outside outside outside outside outside outside outside outside outside outside outside outside outside outside outside outside outside outside outside outside outside outside outside outside outside outside outside outside outside outside outside outside outside outside outside outside outside outside outside outside outside outside outside outside outside outside outside outside outside outside outside outside outside outside outside outside outside outside outside outside outside outside outside outside outside outside outside outside outside outside outside outside outside outside outside outside outside outside outside outside outside outside outside outside outside out
- The Grantes agree as the Noteholder, to make advance payment or cover taxes a special texted and to be levied against as one program or incurance premiums on notice or pledged to accure said unfolkedness, which payments shall be due on each interest paying date, and shall be in emily of count to cover taxes, assessments, and promiums which accorded during the period for which interest to then payable. It has been apprented on having at each one content of such payments on having at each one content of such payments on having a content of such payments on having the period for which interest to then payable. It has been apprented as the content of such payments on having the period for which interest to then payable. It has been content of the content of the content of the content of the content of the content of the sufficient or pay taxes of contents of the content or instruction premiums before same become to the Grant or a content or instruction premiums and of the content of the content of the content of the content of the content of the content of the content of the content of the content of the content of the content of the content of the content of the content of the content of the content of the content of the content of the content of the content of the content of the content of the content of the content of the content of the content of the content of the content of the content of the content of the content of the content of the content of the content of the content of the content of the content of the content of the content of the content of the content of the content of the content of the content of the content of the content of the content of the content of the content of the content of the content of the content of the content of the content of the content of the content of the content of the content of the content of the content of the content of the content of the content of the content of the content of the content of the content of the content of the content of the content of the content of th
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CHANGE OF NAME

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I, T. J. LUTZ, DO HEREBY CERTIFY THAT I AM A DULY SLECTED

ASSISTANT SECRETARY OF MOBIL OIL CORPORATION (FORMERLY CALLED SOCONY

MOBIL OIL COMPANY, INC.), A NEW YORK CORPORATION, AND I DO FURTHER

CERTIFY THAT THE NAME OF SUCH CORPORATION WAS DULY CHANGED FROM

SOCONY HOBIL OIL COMPANY, INC. TO MOBIL OIL CORPORATION BY THE FILING

OF A CERTIFICATE OF AMENDMENT IN THE OFFICE OF THE DEPARTMENT OF

STATE, STATE OF NEW YORK ON MAY 15, 1955.

CORPORATE SEAL AT NEW YORK, FIG. THIS SETH DAY OF MAY, 1966.

165:

ASSISTANT SECRETARY

## 120 DE E D VOI 942 PAGE 433

STATE OF NEW YORK )

COUNTY OF NEW YORK )

BEFORE ME, the undersigned authority, a Notary Public in and for New York County, New York, on this day personally appeared T. J. Lutz, known to me to be the person whose name is subscribed to the foregoing instrument, and known to me to be an Assistant Secretary of MOBIL OIL CORPORATION, a corporation, and acknowledged to me that she executed said instrument for the purposed and consideration therein expressed, and as the net of said corporation.

GIVEN under my hand and seal of office this 18th day of May, 1966.

Notary Public in and for New York County, New York

S. Verk

FILED FOR RECORD AT <u>8:00</u> O'CLOCK <u>A</u>

MAY 3 1 1966

H. R. SIEVENS, JR. Clerk County Coun. Brozonia Co., BY A. S. A. DEPUT.

Texas Acknowledgment

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THE OFFICE TROOD, MARGARET WILLIAMSON,

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The Surface Only of a tract of and 229 feet wide out of Tracts No. 24 and 25, Brazos Coast Investment Company Subdivision No. 8, F. J. Calvit Survey, Abstract 51, Brazoria County, Texas and more particularly described as follows:

BEGINNING at a point 220 feet North 44° 24' East of the Northwest corner of said Tract No. 24, same being in the Southeast right-of-way lineof a 60 foot road, for place of beginning:

THENCE North 44° 24' East a distance of 229.4 feet to the Northeast corner of said Tract No. 25;

THENCE South 45° 36' East to a point on the North bank of the Intra coastal Canal, same being the Southeast corner of Tract No. 25;

THENCE in a Westerly direction following the meanders of said canal approximately 229.4 feet to the Southeast corner of a tract of land previously sold by Grantors to Vernon C. Wilson, said point being the Southwest corner of this tract;

THENCE North 45° 36' West and parallel to the Southwest or West line of Tract No. 25 a distance of approximately 783.85 feet to the place of beginning.

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## DEED OF TRUST VOL. 295 MILE 359

- (e) CARC OF PROPERTY. That they will commit or perint no wants on the said premises and that the, will keep the sublingue, feaces and all other times now at hereafter erected on said land to a red condition unit in good repair and that they will neither do not permit by he done anything to the raid premises that in the value thereaf.
- (f) CONDEMNATION. That the Norsholder shall be entitled to receive any sums which have been or may be wearded transfer for the countries for the countries of the countries of the problem and any sums which may be awarded Granters for damages caused by public works or control tion on or near the pre-mises. It is contained any sum received by the Noteholder under the provisions of this paragraph shall be significant to the paragraph, whicher then matured to in the inverse order of its naturate.
- (6) INSTRANCE. At all times to keep the improvements in anti-property insured against fire, formatic and hard in the Color to the local fall solutions of insurance). In the full insurance of such improvements in insurance and of insurance policy forms are paid to the instruction. All a of insurance and renewals thereof shall, with the premiums fully paid the delivered to the Norcholden as more at least thirty days before the existent of the and shall be held by the Norcholden until all sums benefit sectors the relation of the and shall be held by the Norcholden until all sums benefit sectors are considered property in extinguishment of the instructions of local forces, complete ratio to all pull less held by the Norcholden and other than existent property in extinguishment of the instructions of local fire long collect the proceeds of any and all his trace of that max issues to and any includent particular and the collection of the particular and the local fire long of the particular max issues to have appropriate in the future, and may deduct them to be confined and connection with the collection of harding of the ward ford. And it is lusted appropriate the Norcholden shall got be captered for the north ford. And it is lusted to the color of the Norcholden shall got be captered that the Norcholden shall got be captered for the future.
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- (i) UNERCISE OF ONE OFFICE NAMES OF ANOTHER. That the exercise of any option gives under the territy of two decays trademial had became water of the right to exercise any office option pixel netters, and that the filting of a suit to forenize this deed of trust shall never be considered as election preclude foreclosure under nower of sair after a dismissal of the soil.

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## A DEED OF TRUST VOL 295 PAGE 360

12. PRIOR PADEFFEDNESS RENEWED AND EXTENDED. The Indobtes & Indobtedness described as Inlines: Note dated September 2, 1965 payable to the order of Brazosport Savings and

Loan Association for the sum of Fifteen Thousand Three Hundred Dollars (\$15,300.00)

							administrators, successors and grader shall be applicable to all
WITNESS out hands the	. /	<u>57</u>	io vat	September	A.D	ı <b>166</b> .	

A.D 1166.

A. B. Hilliamou A. B. Williamson Did . 42 . t Walliam. Margaret Williamson

KONT OR WIFE 5 SEPARATE ACKNOWLEDGMENT

A. B. WILLIAMSON and MARGARET REFORE ME, the understance surnarity, on this day personally employed WILLIAMSON, his wife,

blown to me to be the persons whose sames are subscribed to the foregoing in trument, and acknowledged to me that they executed the same for the purposes and consider after therein expressed, and go seld

MARGARET WILLIAMSON

A. D. WILLIAMSON

Asking been estimated by the privity and spect from her humbend out nealing the same fully explored to her by me, one ecknowledged such instrument to be her act and deed and decidend that this has willingly eighed the same for the purposes and consideration the rath expression, and that she did not wish to retract it.

OVEN UNDER MY, MAND AND SEAL OF OPESCO this 1.57 day of September 3.70, 19.66.

CO. A. DANIALETYCKICS (

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H. R. STEVENS, JR. Clark Capaty Sourt, Brospiles Co.; Tex. BY 15 CARES DEPUTY

DEED OF TRUST

THE STATE OF TEXAS

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COUNTY OF BRAZORIA [

WHEREAS, on the 2nd day of September, 1965, A. B. WILLIAMSON and wife, MARGARET WILLIAMSON, made, executed and delivered to Brazosport Savings and Loan Association their promissory note of that date in the sum of Fifteen Thousand Three Hundred Dollars (\$15,300.00), said note being due and payable on or before one (1) year after date, and to secure the payment of said note the said A. B. Williamson and wife, Margaret Williamson, made, executed and delivered to David P. Danheim, Trustee, a Deed of Trust Lien on the following described real estate, situated in Brazoria County, Texas, to-wit:

No. 24 and 25, Brazos Coast Investment Company Subdivision No. 8, F. J. Calvit Survey, Abstract 51, Brazoria County, Texas and more particularly described as follows:
BEGINNING at a point 220 feet North 44° 24' East of the Northwest corner of said Tract No. 24, same being in the Southeast right-of-way line of a 60 foot road, for place of beginning; THENCE North 44° 24' East a distance of 229.4 feet to the Northeast corner of said Tract No. 25; THENCE South 45° 36' East a point on the North bank of the Intracoastal Canal, same being the Southeast corner of Tract No. 25; THENCE in a Westerly direction following the meanders of said canal approximately 229.4 feet to the Southeast corner of a tract of land previously sold by Grantors to Vernon C.

The Surface Only of a tract of land 229 feet wide out of Tracts

said canal approximately 229.4 feet to the Southeast corner of a tract of land previously sold by Grantors to Vernon C. Wilson, said point being the Southwest corner of this tract; THENCE North 45° 36' West and parallel to the Southwest or West line of Tract No. 25 a distance of approximately 783.85 feet to the place of beginning,

which said Deed of Trust is recorded in the Deed of Trust Records of Brazoria County, Texas, which reference is here made for all purposes; and

WHEREAS, by written instrument dated September 1, 1966, said above referred to indebtedness was renewed and extended; and

WHEREAS, the said Brazosport Savings and Loan Association is the legal owner and holder of said note and said liens securing the same, and there is now owing on said note to the said Brazosport Savings and Loan Association the sum of Fifteen Thousand Three Hundred Dollars (\$15,300.00), and the said A. B. Williamson and wife, Margaret Williamson, desire to renew and extend said note and said liens securing the same on the above described property until all of said note and interest thereon shall have been fully paid, and it is agreeable with said Brazosport Savings and Loan Association to grant such renewal and extension as hereinafter provided.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS: That we, A.B. WILLIAMSON and wife, MARGARET WILLIAMSON, hereby acknowledge that we are indebted to BRAZOSPORT SAVINGS AND LOAN ASSOCIATION, in the sum of Fifteen Thousand Three Hundred Dollars (\$15,300.00), being the balance owing on said notes dated September 2, 1965 and September 1, 1966, and which said notes are secured by the Deed of Trust Lien as above recited, and we do hereby agree to pay said sum of Fifteen Thousand Three Hundred Dollars (\$15,300.00) to Brazosport Savings and Loan Association, on or before one (1) year from date, interest payable at maturity, and for the purposes of evidencing said agreement, we do hereby MAKE, EXECUTE and DELIVER to Brazosport Savings and Loan Association, our promissory note of this date for the said sum of Fifteen Thousand Three Hundred Dollars (\$15,300.00), and IT IS FURTHER UNDERSTOOD AND

## DEED OF TRUST VOL 311 PAGE 212

AGREED by the parties that the payment of said note shall be secured by the Deed of Trust Liens hereinabove recited, and that said liens and all rights, powers and equity incident thereto shall remain in full force and effect until said above mentioned note is fully paid according to its face, tenor and effect.

WITNESS THIS EXTENSION AGREEMENT this 3/ day of August 1967.

A. B. Williamson

Margaret Williamson

THE STATE OF TEXAS

COUNTY OF BRAZORIA

BEFORE ME, a Notary Public in and for Brazoria County, Texas, on this day personally appeared A. B. WILLIAMSON and MARGARET WILLIAMSON, his wife, both known to me to be the persons whose names are subscribed to the foregoing instrument and acknowledged to me that they each executed the same for the purposes and consideration therein expressed; and the said

MARGARET WILLIAMSON, wife of the said A. B. WILLIAMSON, having been examined by me privily and apart from her husband and having the same fully explained to her, she, the said MARGARET WILLIAMSON, acknowledged such instrument to be her act and deed and declared that she had willingly signed this for the purposes and consideration therein expressed, and that she did not wish to retract it.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 2/ day of August, 1967.

Notary Public in and for Brazoria County,

Texas

FILED FOR RECORD AT 9:20 O'CLOCK A M

AUG 31 1967

H. R. STEVENS, JR. Clerk Coyety Court, Brazoria Co.: Tail. TY of dyson DEPUTY

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## DEED OF TRUST VOL 311 MCF 213

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COUNTY OF PROCESS

KNOW ALL NOW BY MICH. FOR SEL.

This first on MELC, such and extend that I've and british A. B. WILLIAMSON and wife, MARGARET WILLIAMSON.

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The Surface Only of a tract of land 229 feet wide out of Tracts No. 24 and 25, Brazos Coast Investment Company Subdivision No. 8, F. J. Calvit Survey, Abstract 51, Brazoria County, Texas, and more particularly described as follows:

BEGINNING at a point 220 feet North 44° 24' East of the Northwest corner of said Tract No. 24, same being in the Southeast right-of-way line of a 60 foot road, for place of beginning;

THENCE North 44° 24' East a distance of 229.4 feet to the Northeast corner of said Tract No. 25;

THENCE South 45° 36' East to a point on the North bank of the Intracoastal Canal, same being the Southeast corner of Tract No. 25;

THENCE in a Westerly direction following the meanders of said canal approximately 229.4 feet to the Southeast corner of a tract of land previously sold by Grantors to Vernon C. Wilson, said point being the Southewest corner of this tract:

THENCE North 45° 36' West and parallel to the Southwest or West line of Tract No. 25 a distance of approximately 783.85 feet to the place of beginning.

TO MAY ROT DIGITAL the above discribed it parks, together with all signes, his tip onto all apputionable timbeto belonging, including but not tested to all hearing, growing, seferements and contents bill do, ast o obtain any lightly, instance, asts, or ventilating data and equipment new or hereafter discrete thereto are used to convert, in electrical parts with a convert, and convert, and convert, and astigue forward, hereby consequents and astigue forward. As to 1900 one or new or resolvent of the subject of the astigue of the subject of the subject of the subject of the subject of the subject of the subject of the subject of the subject of the subject of the subject of the subject of the subject of the subject of the subject of the subject of the subject of the subject of the subject of the subject of the subject of the subject of the subject of the subject of the subject of the subject of the subject of the subject of the subject of the subject of the subject of the subject of the subject of the subject of the subject of the subject of the subject of the subject of the subject of the subject of the subject of the subject of the subject of the subject of the subject of the subject of the subject of the subject of the subject of the subject of the subject of the subject of the subject of the subject of the subject of the subject of the subject of the subject of the subject of the subject of the subject of the subject of the subject of the subject of the subject of the subject of the subject of the subject of the subject of the subject of the subject of the subject of the subject of the subject of the subject of the subject of the subject of the subject of the subject of the subject of the subject of the subject of the subject of the subject of the subject of the subject of the subject of the subject of the subject of the subject of the subject of the subject of the subject of the subject of the subject of the subject of the subject of the subject of the subject of the subject of the subject of the subject of t

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## PIDEED OF TRUST .. VOL 311 PAGE 215

Note dated September 2, 1965 and renewed September 1, 1966, payable to the order of Brazosport Savings and Loan Association, for the sum of Fifteen Thousand Three Hundred Dollars (\$15,300.00).

3/17 4. August

A. B. Williamson

Margaret Williamson

Margaret Williamson

JUINT OR WIFE'S SEFARATE ACCOMMEDICATION

. 1915, so this des personally appeared A. B. WILLIAMSON and MARGARET WILLIAMSON, his wife,

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MARGARET WILLIAMSON

--- August

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COUNTY OF MALCONIA

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AU6 3: 1967

H. R. STEVENS, JR. Clerk County Court, Brazoria Co., Tex RY____OEPUTY

1 .

This DEED OF TREST, and, and entered into by and becomes. A. B. WILLIAMSON and wife, MARGARET WILLIAMSON,

of Brancis Chesty. Teas, herefunities alled Chartes (whether one or more) and Jony E. Hors of Brancis County, Crass, herefunities of the TRUTTER, and Bransport Savings and Look Association, a corporation, with the principal Place of business in Process. Branels County, Teas, acresofter called MCSE-William.

1. SECIPETY AND NOTAL TERRITORS, for the purpose of securing the Noteholder in the payment of a serial's permission note of over data Regewith

Fifteen Thousand Three Hundred Dollars (\$ 15,300.00) peacound by grantons berein and papable to the order of hostinoids; to accordance with the current rate of explained to said hist. and the torther consideration of \$11.00 to Grantons had be trusted, except of which is accept accepted, and the further consideration, was, purposes and trusts berein set forth, hose SOI grantons of conveyed, and his and hist and conveyed, and his substitution, also purposes and their deligns, the following for accepted coally property, to accept the set of the substitutions and the substitutions are conveyed.

The Surface Only of a tract of land 229 feet wide out of Tracts No. 24 and 25. Brazos Coast Investment Company Subdivision No. 8, F. J. Calvit Survey, Abstract 51, Brazoria County, Texas, and more particularly described as

BEGINNING at a point 220 feet North 44° 24' East of the Northwest corner of said Tract No. 24, same being in the Southeast right-of-way line of a 60 foot road, for place of beginning;

THENCE North 44° 24' East a distance of 229.4 fret to the Northeast corner of said Tract No. 25:

THENCE South 45° 36' East to a point on the Nort: bank of the Intracoesta) Canal, same being the Southeast corner of Tract No. 25;

THENCE in a Westerly direction following the meaders of said canal approximately 229.4 feet to the Southeast corner of a tract of land previously sold by Grantons to Vernon C. Wilson, said point being the Southwest comer of this tract;

THENCE North 45° 36' West and parallel to the Southwest or West line of Tract No. 25 a distance of approximately 783.85 set to the place of beginning.

the ADD TO 1000 case stone described property, engenher outsided at traffic, buredscapends.

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- 1 ( 19 15) OF UST OPTION NOT MAIVER OF ANOTHER. That the exercise of any option given under the terms of this deed of trust shall not be canexcerted as a networks the right to exercise any other option given herein, and that the filling of a sult to foreclose this deed of trust shall never be conexcerted as a return on as to preclude foreclosure under power or sale effect a disalasa) of the out;
- 10. LOWANCE PAYMENTS FOR TAXES AND INQUIRANCE. The Grantors agree, at the request of the Eschholder, to make advance payments to rover table and laterated and to be severe used and to be requested and to be related as a related against and property, and incurance premiums on politics pledged to decure used independent, which payments shall be only not interest copying date, and shall be in mounts sufficient to constitute, as assembled as a payment of the constitute, as assembled to constitute, as assembled to constitute, as assembled to constitute, as assembled to constitute, as assembled to constitute of the constitute of the constitute of the constitute of the constitute of the constitute of the constitute of the constitute of the constitute of the constitute of the constitute of the constitute of the constitute of the constitute of the constitute of the constitute of the constitute of the constitute of the constitute of the constitute of the constitute of the constitute of the constitute of the constitute of the constitute of the constitute of the constitute of the constitute of the constitute of the constitute of the constitute of the constitute of the constitute of the constitute of the constitute of the constitute of the constitute of the constitute of the constitute of the constitute of the constitute of the constitute of the constitute of the constitute of the constitute of the constitute of the constitute of the constitute of the constitute of the constitute of the constitute of the constitute of the constitute of the constitute of the constitute of the constitute of the constitute of the constitute of the constitute of the constitute of the constitute of the constitute of the constitute of the constitute of the constitute of the constitute of the constitute of the constitute of the constitute of the constitute of the constitute of the constitute of the constitute of the constitute of the constitute of the constitute of the constitute of the constitute of the constitute of the constitute of the constit
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## DEED OF TRUST VOL 330 mg 381

12. PRICE THEOREMENS REMOVED AND EXPERIMED. The Ledentedness occupied hereby in in removal and extension, but and in entingulaborate of that tertain watering indestroless described as follows:

Note dated September 2, 1965 and renewed September 1, 1966, and renewed August 31, 1967, payable to the order of Brazosport Savings and Loan Association, for the sum of Fifteen Thousand Three Hundred Dollars (\$15,300.00).

28HV A.b 19 68 August JOHN ON MITE'S SEPARATE ACCOMMULEOGRAPH THE STATE OF TEXAS CONTY OF TRACEPIA F BUIGHE ME, the undersegard authority, on this day recommity appeared wife of having been comminded by the privily and open (now her husband and having been commised to her by the privily and open (now her husband and having the same fully asplaced to her by the programming to be her act and deat, and declared there been had utilingly algored the owner for the perpesse and consideration; therein expressed, and that she also now with to revene it. GIVEN UNDER MY HAND AND SEAL OF DEFACE, 1514 STREAM ACRONOMILEDGERICHT THE STORE OF TEXA. CHESTS OF BLAZONIA METORS WE are underestand authority, on this day potentially appointed. A. B. WILLIAMSON and wife, MARGARET WILLIAMSON. moves to self-or be the person whose mass to subscribed to the formulag instrument, and acknowledged to me that he executed the dama let the purposes and consideration thereto depressed 28-HV arror August COLUMNICATE MY MANU AND SEAL OF OFFICE, CHIA FILED FOR RECORD SEP 6 1968

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THE STATE OF TEXAS

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COUNTY OF BRAZORIA

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WHEREAS, on the 2nd day of September, 1965, A. B. WILLIAMSON and wife, MARGARET WILLIAMSON, made, executed and delivered to Brazosport Savings and Loan Association their promissory note of that date in the sum of Fifteen Thousand Three Hundred Dollars (\$15,300.00), said note being due and payable on or before one (1) year after date, and to secure the payment of said note the said A. B. Williamson and wife, Margaret Williamson, made, executed and delivered to David P. Danheim, Trustee, a Deed of Trust Lien on the following described real estate, situated in Brazoria County, Texas, towniff

The Surface Only of a tract of land 229 feet wide out of Tracts No. 24 and 25, Brazos Coast Investment Company Subdivision No. 6, F. J. Calvit Survey, Abstract 51, Brazoria County, Texas and more particularly described as follows: BEGINNING at a point 220 feet North 44° 24' East of the Northwest corner of said Tract No. 24, same being in the Southeast right-of-way line of a 60 foot road, for place of beginning:

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THENCE North 44° 24' East a distance of 229.4 feet to the Northeast corner of said Tract No. 25;

THENCE South 45° 36' East a point on the North bank of the Intracoastal Canal, same being the Southeast corner of Tract No. 25;

THENCE in a Westerly direction following the meanders of said canal approximately 229.4 feet to the Southeast corner of a tract of land previously sold by Grantors to Vernon C. Wilson, said point being the Southwest corner of this tract; THENCE North 45° 36' West and parallel to the Southwest or West line of Tract No. 25 a distance of approximately 783,95 feet to the place of beginning,

which said Deed of Trust is recorded in the Deed of Trust Records of Brazoria County, Texas, which reference is here inade for all purposes; and

WHEREAS, by written instrument dated September 1, 1966, said above referred to indebtedness was renewed and extended; and

WHEREAS, by written instrument dated August 31, 1967, said above referred to indebtedness was renewed and extended; and

WHEREAS, the said Brazosport Savings and Loan Association is the legal owner and holder of said note and said liens securing the same, and there is now owing on said note to the said Brazosport Savings and Loan Association the sum of Fifteen Thousand Three Hundred Dollars (\$15,300.00), and the said A. B. Williamson and wife, Margaret Williamson, desire to renew and extend said note and said liens securing the same on the above described property until all of said note and interest thereon shall have been fully paid, and it is agreeable with said Brazosport Savings and Loan Association to grant such renewal and extension as hereinafter provided.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS: That we, A. B. Williamson and wife, Margaret Williamson, hereby acknowledge that we are indebted to Brazosport Savings and Loan Association, in the sum of Fifteen Thousand Three Hundred Dollars (\$15,300.00), being the balance owing on said notes deted September 2, 1965, September 1, 1966 and August 31, 1967,  $\mathcal{D}=|\mathcal{A}\mathcal{D}|$  and which said notes are secured by the Deed of Trust Lien as above recited, and we do hereby agree to pay said sum of Fifteen Thousand Three Hundred Dollars (\$15,300.00) to Brazosport Savings and Loan Association, on or before one (1) year from date, interest payable at maturity, and for the purposes of

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evidencing said agreement, we do hereby MAKE, EXECUTE and DELIVER to Brazospirt Savings and Loan Association, our promissory note of this date for the said sum of Fifteen Thousand Three Hundred Dollars (\$15,300.00), and IT IS FURTHER UNDERSTOOD AND AGREED by the parties that the payment of said note shall be secured by the Deed of Trust Liens hereinabove recited, and that said liens and all rights, powers and equity incident thereto shall remain in full force and effect until said above mentioned note is fully paid according to its face, tenor and effect.

WITNESS THIS EXTENSION AGREEMENT this 21th day of August, 1968.

A B Williamson

Margaret Williamson

THE STATE OF TEXAS

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COUNTY OF BRAZORIA

BEFORE ME, A Notery Public in and for Brazoria County, Texas, on this day personally appeared A. B. WILLIAMSON and wife, MARGARET WILLIAMSON, known to me to be the persons whose names are subscribed to the for spoing instrument and acknowledged to me that they executed the same for the surposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 21th day of August, 1968.

Notary Public in and for Brazoria County,

Texas

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CLERK COUNTY COURT, BRATURIA CO. ERRS

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THE STATE OF TEXAS

COUNTY OF BRAZORIA

KNOW ALL MEN BY THESE PRESENTS:

This DEED OF TRUST, made and entered into by and between A. B. Williamson and wife, Margaret Williamson

of Brazoria County, Texas, hereinafter called GRANTOR (whether one or wore) and of Brazoria County, Texas, hereinafter called TRUSTEE, and The First National Bank of Angleton of Brazoria County, Texas, hereinafter called HOLDER, to-wit:

1. GRANTOR, for the purpose of securing the indebtedness hereinafter described, and the further consideration of \$10.00 to GRANTOR paid by TRUSTEE, receipt of which is hereby acknowledged, and the further consideration, uses, purposes and trusts herein set forth, have SOLD, GRANTED AND CONVEYED, and by these presents do SELL. GRANT AND CONVEY unto TRUSTEE, and his substitutes, successors and their assigns, the following described real property, to-wit:

The surface only of a tract of land 229 feet wide out of Tracts No. 24 and 25, Brazos Coast Investment Company Subdivision No. 8, F. J. Calvit Survey, Abstract 51, Brazoria County, Texas, and more particularly described as follows:

BEGINNING at a point 220 feet North 44 deg. 24 min. East of the Northwest corner of said Tract No. 24, same being in the Southeast right of way line of a 60 foot road, for place of beginning:

THENCE North 44 deg. 24 min. East a distance of 229.4 feet to the Northeast corner of said Tract No. 25;

THENCE South 45 deg. 36 min. East a point on the North bank of the Intracoastal Canal, same being the Southeast corner of Tract No. 25;

THENCE in a Mesterly direction following the meanders of said canal approximately 229.4 feet to the Southeast corner of a tract of land previously sold by Grantors to Vernon C. Wilson, said point being the Southwest corner of this tract; THENCE North 45 deg. 36 min. West and parallel to the Southwest or West line of Tract No. 25, a distance of approximately 783.85 feet to the place of beginning.

together with all improvements thereon and all electrical wiring, switches and equipment, pipes and plumbing fixtures, furnaces and other heating equipment, air-conditioning units, ducts and equipment, windows, screens, shades, awnings and all other fixtures and equipment now in, on, or connected with or that may be hereafter added or substituted in place of, or connected with the above described real property, all of which fixtures and equipment shall, for all purposes, be deemed attached to and a part of said real property and all rents, revenue, and royalties, incidental thereto or arising therefrom,

2. TO HAVE AND TO HOLD the above described property, together with all rights, privileges, appurtenances, rents, royalties, income, abstracts of title, title papers, and insurance policies appertaining or thereunto belonging, to TRUSTEE and his substitutes, successors and their assigns forever; and GRANTOR horeby covenants to warrant and defend the title to said property against the claim or claims of all persons whomseever.

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- 3. In Trust, however, to secure the full payment of the following indebtedness: One certain promissory note of even date herewith being for the principal sum of \$11,500.00, executed by A. B. Williamson and wife, Margaret Williamson, payable to the order of The First National Bank of Angleton, at Angleton, Brazoria County, Texas, bearing interest from date at the rate of 10% per annum, said note, together with all interest due thereon, is due and payable on or before one (1) year from date.
- 4. Should GRANTOR make prompt payment of the above described note as the same shall become due and payable and perform all of the acts, conditions, obligations and covenants contained in this deed of trust and in said above described note, the terms of which are incorporated herein by reference, this DEED OF TRUST shall become null and void, and shall be released by HOLDER at the expense of GRANTOR.
  - 5. GRANTOR COVENANTS AND AGREES AS FOLLOWS:
- (a) PAYMENTS: Grantor will pay the principal and interest of the above described note in accordance with the terms thereof.

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id) TAXES: Grantor will pay all taxes and assessments that are or may become due and payable on the above described property under any law, ordinance or regulation whether made by faderal, state or municipal authority, before any interest or renalty accrues thereon.

(f) TITLE: Grantor warrants that maid above described property is free from encumbrances and that GRANTOR is lawfully seized of said property.

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- (h) CONDEMNATION: Grantor agrees that in the event any portion of the above described property is taken by the right of eminent domain, all sums which may be awarded to GRANTOR in any condemnation proceedings shall, at the option of HOLDER, be applied on the above described indebtedness.
- (i) APPLICATION OF PAYMENTS: Grantor agrees that in the event any portion of the above described indebtedness cannot be lawfully secured by the liens renewed, extended or granted by this deed of trust on the above described property, all payments made on said indebtedness shall be applied to the discharge of that portion of said indebtedness until same is paid.
- (j) PRIOR LIENS: Grantor agrees that in the event any lien, charge, or encumbrance is claimed or asserted by any person or party to be prior or superior to the lien of this DEED OF TRUST, to immediately pay off, discharge or remove such lien, charge or encumbrance from the above described property, whether or not the same prove in fact to be prior or superior to the lien of this DEED OF TRUST.
- (k) COST: Grantor will pay, on demand, for all abstracts, title policies, recording fees and attorneys' fees necessary to complete this transaction.
- 6. Should GRANTOR fail or refuse to make prompt payment of the above descrited note as the same shall become due and payable or fail or refuse to perform any of the acts, conditions, obligations and covenants herein provided, then this DEED OF TRUST shall remain in force and effect and HOLDER shall be entitled, without being under legal obligation to do so, to exercise the option of:
- (a) Declaring the whole of the note secured by this DEED OF TRUST, including principal, interest and all sums and expenses expended by HOLDER for and in behalf of GEANTOR as herein provided, immediately due and payable and instituting suit for the collection of same, and for the foreclosure of this deed of trust lien.
- (b) Declaring the whole of the note secured by this DEED OF TRUST, including principal, interest and all sums and expenses expended by HOLDER for and in behalf of GRANTOR as herein provided, immediately due and payable, with or without notice to GRANTOR and without presenting for payment any matured part of the indebtedness occured by this DEED OF TRUST, and cause trustee sale to be made.
- (c) Performing or causing to be performed for and in behalf of GRANTOR any acts, conditions, obligations and covenants which GRANTOR has failed or refused to perform and all sums no expended, including attorneys' fees, court costs, agent's fees or commissions, or any other cost or expense of any type or nature, shall beer interest from the date of payment at the rate of 10% per annum, and shall be payable at the place designated in the above described note and shall be secured by the lien or liens securing the payment of the above described note and payable on demand.
- 7. Should HOLDER elect to exercise the option on enforcing this trust by trustee's sale as above provided, it shall be the duty of TRUSTEE upon request to do so by HOLDER, to sell the above described property, as any part thereof, at public vendue to the highest bidder for each at the door of the courthouse of the county in which said property is situated, first giving 21 days public notice of the time, terms, and place of said sale

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and of the property to be sold, by notice given in the manner at such date required by the laws of the State of Texas for sale of real estate under deeds of trust, and upon such sale said TRUSTEE shall execute and deliver a deed or deeds conveying in for simple the property sold to the purchaser or purchasers thereof, with full covenants of warranty, conveying all the title which GRANTOR has in said premises at the date of "aid sale or had at the date of execution thereof, and shall receive the proceeds of said sale, out of which shall be paid, first, the cost and expenses of executing this trust, including compensation of 5% of the amount due at said date on said indebtedness to TRUSTEE for his services; next, to the payment of all sums of money that may have been expended by HOLDER for and in behalf of GRANTOR as herein provided; next, to the full payment of principal, interest and attorney's fees due and unpaid on the note secured by this DEED OF TRUST, and the remainder, if any, shall be paid to GRANTOR. It is agreed that the recitals in the conveyance to the purchaser, or purchasers, shall be full and conclusive evidence of the truth of the matters there in states and all prerequisites to said sale shall be presumed to have been performed, and such sale and conveyance shall be conclusive against GRANTOR, his heirs and assigns,

- 8. HOLDER shall have the right to become the purchaser at all sales to enforce this trust, being the highest bidder, and to have the amount for which such property is sold credited on the debt then owing.
- 9. If the above named TRUSTEE should die, resign, remove from the State of Texas, become disqualified from acting, or fail or refuse to act when requested by HOLDER to do so, HOLDER shall have full power to appoint, without notice to GRANTOR, by an instrument in writing, a substitute trustee, and, the right to appoint a substitute trustee shall exist as often and whenever from any of said causes, any trustee, original or substitute cannot or will not act, and said substitute trustee shall succeed to all the estates, rights, powers, and duties of the above named TRUSTEE.
- 10. In the event the money secured by this DEED OF TRUST, or any part thereof, is used to pay off or discharge any lien, charge or encumbrance upon or against the above described property. HOLDER shall be subrogated to all such liens, charges or encumbrances so paid off, satisfied or discharged, and to all of the rights of the person or persons to whom such payments are made.
- II. In no event shall GRANTOR or any party liable on the above described note be required to pay interest in excess of the rate allowed by the Laws of the State of Texas, it being the intention of the parties to conform strictly to the usury laws now in force and the above described note or the contract for interest shall be held to be subject to reduction to the amount allowed under said usury laws as now or hereafter construed by the courts having jurisdiction.
- 12. As additional security for the payment of the above described note, GRANTOR does hereby sell, transfer, and assign unto HOLDER, all rents and revenues, together with the landlord's lien that may accrue by reason of any lease or contract on the above described property and the right to take possession of and rent for the account of GRANTOR said above described property; provided however, that so long as GRANTOR complies with all of the terms and conditions herein, GRANTOR may collect and retain all

### C DECD OF TRUST

### : WK 495 PHE 106 -

such rents and revenues; but if GRANTOR fails or refuses to comply with all the terms and conditions herein, HOLDEK shall have the option of demanding and collecting said rents and revenues and taking possession of said above described property and renting same for and on behalf of GRANTOR and applying all rents and revenues upon the above described indebtedness after deducting all costs of collection and administration. HOLDER shall not be liable for damages to any person arising from the condition of the premises during the time that HOLDER has possession or is collecting the rents and revenues, but such damages, if any, shall be the obligation of GRANTOR, and GRANTOR agrees to keep HOLDER harmless in such event.

- 13. In the event of a foreclosure under the power granted hereby the owner or owners in possession, their heirs, assigns and legal representatives, or any person holding under them or in possession of the above described property, shall thereupon become the tenant or tenants at will of the purchaser at such foreclosure tale: and should such tements, owners, or persons in possession fail or refuse to surrender said premises on demand, the purchaser shall thereupon become entitled to institute and maintain the statutory action of forcible detainer, and procure a writ of possession thereunder.
- 14. The above named HOLDER or any other owner or holder of the above described note is herein called HOLDER and all of the terms, conditions and covenants contained in this DEED OF TRUST shall bind and inure to and be for the benefit of the respective heirs, executors, administrators, successors, and assigns of the GRANTOR and HOLDER.
- 15. Whenever used, the singular number shall include the plural, the piural the singular, and the use of any gender shall include all genders, wherever the context so admits.
- 16. The exercise by HOLDER of any right or option hereunder shell not constitute a waiver of the right to exercise any other right or option hereunder and the failure of HOLDER to exercise any right or option hereunder shall not constitute a waiver of said right or option or any other right or option hereunder.

WITNESS OUR HANDS, this the Meday of Conquest . 1972.

A. B. Williamson

Margaret Williamson

#### E DEED OF TRUST

### IVOL 405 MGE 107

THE STATE OF TEXAS

COUNTY OF

Before me, the undersigned authority, on this day personally appeared known to me to be the person whose name subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the day of

Notary Public,

County, Texas.

THE STATE OF TEXAS

COUNTY OF SRAZORIA

Before me, the undersigned authority, on this day personally appeared A.B. Williamson and his wife Margaret Williamson . known to me to be the

Margaret Williamson . known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 8 lal day of



Notary Public, Brazoria County, Texas.

THE STATE OF TEXAS

CCUNTY OF

Before me, the undersigned authority in and for said county and state, on this day personally appeared known to me to be the person—whose name is subscribed to the foregoing instrument, and acknowledged to me that—he—executed the same as the act and deed of ——for the purposes and consideration therein expressed, and in the capacity therein stated.

CIVEN UNDER MY HAND AND SEAL OF OFFICE, this the day of

Notary Public,

County, Texas.

FILED FOR RECURD

AUG 2 3 1972

CLERK COUNTY COUNT, BRAZORIA CO., TEXAS

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## 16036

THE STATE OF TEXAS )	
COUNTY OF BRAZORIA )	
WHEREAS, on the 2nd day of September , A.D. 1965 , A.B.  Williamson and wife Margaret Williamson , of the County  of Brazoria , State of Texas, did execute, acknowledge and deliver to  David P. Danheim, Trustee of the County of Brazoria , State of  Texas, a certain Deed of Trust , recorded in Volume 277  page 928 of the Deed of Trust Records of Brazoria  County, Texas, on the following described real estate, situated, lying and being in the  County of Brazoria in said State of Texas, to-wit: The Surface Only of a  fract of land 229 feet wide out of Tracts No. 24 and 25, Brazor Coas  Invest Co. S/D No. 8, F. J. Calvit Survey, Abst. 51, Brazoria County  Texas and being more particularly described in said above mentioned  Deed of Trust Records of Vol. 277 at Page 928 of Brazoria County, Texas	† †
To secure the prompt payment of ONE certain promissory note of even date therewise in the amount of Pifteen Thousand Three Hundred and No/100 Dollar (\$15,300.00 ), due and payable as stipulated in said note,	
AND WHEREAS, Said note has been fully paid to Brazosport Savings and Loan Association the legal and equitable holder and owner of such note,	i. :
NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS: That Brazosport Savings and Loan Association, a corporation, acting herein by and through its President, Carroll Kelly, Jr, hereunto duly authorized, in consideration of the president.	† }
and of the full and final payment of said note, the receipt of which is hereby acknowledge has this day and does by these presents release, discharge and quitclaim unto the said A. B. Williamson and wife Margaret Williamson, their	
neirs or assigns, all the right, title, interest and estate in and to the above described property, which it has or may be entitled to by virtue of said Deed of Trust Lien and does hereby declare the same fully released and discharged from any and all liens thereby created.	
EXECUTED this 24th day of August , A.D. 19 72 .	
ATTEST BRAZOSPORT SAVINGS AND LOAN ASSOCIATION	
Assistint Secretary By: Driller	
* * * * * * * * * * * * * * * * * * *	*.
Corporate Acknowledge	Ç.
THE STATE OF TEXAS )	a €a Las
COUNTY OF BRAZORIA )	nut Nat
Before me, the undersigned, a Notary Public in and for Brazoria County, Texas on this day personally appeared <u>Carroll Kelly</u> President of Brazosport Savings and Loan Association, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed and in the capacity therein stated, as act and deed of said corporation.	:-
Given under my hand and seal of office this the 24th day of August	
	-,
FILED FOR RECORD Notary Jublic in and for Brazoria County Texas	<b>y.</b>
BZPT - TI5 - Re lease of LienAUG 2 8 1972	ì
H. L. STEVENS IR	

**2**c

## THE STATE OF TEXAS

BRAZORIA COUNTY OF

" BEED OF TRUST wu 413 mm 842

WHEREAS, on the 18

day of

August

A. D. 19 72

A, 3. Williamson and wife, Margaret Williamson

County of

Brazoria

. State of

Texas , did execute, asknowledge and deliver

L. R. Giese, Trustee

a certain deed of trust recorded in , State of Texas Brazoria Volume 405, page 102 of the Deed of Trust Records of Brazoria County, Texas on the following described real estate, situated, lying and heing in the County of Brazoria

in said State of Texas, to-wit:

The sufface only of a tract of land 229 feet wide out of Tracts No. 24 and 25, Brazos Coast Investment Company Subdivision No.9, F. J. Calvit Survey, Abstract 51, Brazoria County, Texas, more particularly described in above mentioned deed of trust.

to secure the prompt payment of

certain promissory note

executed

by the said A. B. Williamson and wife, Margaret Williamson

and payable to the

The First National Bank of Angleton, Angleton, Texas às follows: Being for the principal sum of \$11,500.00, bearing interest from date at the rate of 13% per annum, payable on or before one (i) year from date.

Serie Characteristics and Characteristics (Series )

AND WHEREAS, Said note

with accrued interest thereon, he #

been fully paid

The First National Bank of Angleton

the legal and equitable holder

and owner of such note.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS: That The First National Bank of Angleton, acting herein by and through its duly authorized officers of Brazoria County, State of Texas , in consideration of the premises and of the full and final payment of said note , the receipt of which is bereby acknowledged, have this day and do by these presents release, discharge and quitclaim unto the and A. B. Williamson and wife, Margaret Williamson, their

heirs or assigns, all the right, title, interest and estate in and to the shove described property, it may have or may be entitled to by virtue of said deed of trust

and do hereby declare the same fully released and

as created by virtue of said

deed of trust)

shove mentioned.

WITNESSES;

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A. D. 19 72 . <u>TIONAL BANK OP ANGLETO</u>N

ATTEST:

8

THE STATE OF TEXAS )

#### BEED OF TRUST "

VOL. 468 PAGE 634

COUNTY OF BRAZORIA )

WHEREAS, on the 29th day of October , A.D. 19 64 , J. O. a politorista State of Texas, did execute, acknowledge and deliver to Harris of the County of Brazoria Edward R. Goff, Trustee _, State of , recorded in Volume Deed of Trust a certain 797-798 of the Deed of Trust Records of Brazoria County, Texas, on the following described real estate, situated, lying and being in the County of Brazoria in said State of Texas, to-wit:

To secure the prompt payment of _ ODG certain promissory note of even date therewith in the amount of Ten Thousand and No/100----- Dollars (\$ 10,000.00---), due and payable as stipulated in said note, and whereas, said note was assigned to Brazosport Savings and Loan Association by instrument dated 16 November 1964 as set forth in Deed of Trust Records, Vol. 895, Page 580-581. D-132, D-136 AND WHEREAS, Said note has been fully paid to Brazosport Savings and loan Association, the legal and equitable holder and owner of such note, NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS: That Brezosport Savings and Loan Association, a corporation, acting herein by and through its _ President, David P. Danheim , hereunto duly authorized, in consideration of the premises and of the full and final payment of said note, the receipt of which is hereby acknowledged, has this day and does by these presents release, discharge and quitclaim unto the said J. O. Angle persons assigns, all the right, title, interest and estate in and to the above described thereby created.

EXECUTED this 2 day of November , A.D. 19 67

ATTENT

Aceststant Seretary

Recoldent Recoldent

Corporate Acknowledge

THE STATE OF TEXAS )

COUNTY OF BRAZORIA )

Before me, the undersigned, a Notary Public in and for Brezoria County, Texas on this day personally appeared David f. Danheim Pracident of Brezosport Savings and Loan Association, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed and In the capacity therein stated, as act and dead of said corporation.

Given under my hand and seal of office this the _______ day of November _______ A.D. 19 _____ 67

FILED FOR RECORDS Public in and for Brazeria County

BZP1 - T15 - Release of Lien

FEB 1 4 1975

Marie Quinn Notary Public in And For Brazonia County, Tlans

H. R. STEVENS, JR. DLERK COUNTY COURT, PROZONIA CO., TENAS

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STATE OF TEXAS ) .WOL 1235 MCE 859

KNOW ALL MEN BY THESE PRESENTS: That I,

J. O. Angle, of Harris County, Texas, called Grantor,
have Granted, Sold and Conveyed and by this instrument
do Grant, Sell and Convey to Gulfco, Inc., a Texas
corporation, called Grantee, the following described
tract or parcel of land in Brazoria County, Texas:

The surface only of a lot 110 feet wide off of the West or Southwest side of Tract Number 24 out of the Brazos Coast Investment Company's Subdivision Number 8, F. J. Calvit, Jr. Survey, Abstract Number 51, Brazoria County, Texas, said 110 feet wide lot being described more particularly by metes and bounds as follows, to-wit: BEGINNING at the Northwest corner of said Tract Number 24, same being in the Southeast rightof-way line of a 60 foot road; THENCE North 44° 24' East a distance of 110 feet along said road right-of-way line to a point in said line for the Northeast corner; THENCE South 45° 36' Bast to a point on the North bank of the Intracoastal Canal for the Southeast corner; THENCE in a Westerly direction following the meanders of said canal to the Southwest corner of said Tract 24 for corner; THENCE North 45° 36' West along the Southwest or Mest line of said Tract 24 a distance of 737.48 feet, more or less, to the place of beginning.

This conveyance covers the surface only and is subject to a prior reservation of all the oil, gas and other minerals in Grantor's predecessors in title and to an essement for spoil disposal in favor of the United States of America as shown by the instrument of record in Volume 298 at page 7 of the Deed Records of Brazoria County, Texas.

TO HAVE AND TO HOLD the above described premises, together with all and singular the rights and appurtenances thereto in anywise belonging unto the Grantee, its successors and assigns, forever.

I DO hereby bind myself, my heirs, executors, administrators and assigns, to warrant and forever defend the said premises unto the said Grantes, its successors and assigns, against every person whomsoever lawfully claiming, or to claim the same or any part thereof.

THE CONSIDERATION for this conveyance is the following sums paid and payable as follows:

- Ten Dollars and other valuable consideration pand by Grantee to Grantor, the receipt and sufficiency of which is hereby acknowledged; and
- 2. The agreement by Grantee to pay to Grantor the sum of \$19,000.00 as evidenced by one certain promissory note of even date herewith executed by Grantee to Grantor, all in accordance with the face, tenor, effect and reading of said note.

It is expressly agreed that a vendor's lien as well as superior title in and to the above described premises is retained against the above described property, premises and improvements until the above described note and all interest thereon is fully paid according to its face, ter ;, effect and reading, when this deed shall become absolute.

WITNESS MY HAND this the Handay of

1975.

STATE OF TEXAS }
COUNTY OF }

Before me, the undersigned authority, on this day personally appeared J. O. Angle, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

(a) Given under my hand and seal of office this

the 14th day of the 1975.

Notary Public in and/for County, Texas

> LOIS WRIGHT Notary Public In and for Brazorla County, Texas

Filed for Record at 3.450 clock P.M., FCB 14/19 25 H. R. Stevens, Jr.

Clerk County Court, Brazoria Co., Texas - By J. A. Deput

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## NOTICE

Property by the State Bar of Toxes for use by Lawyers only 5-74-15M To select the proper fores, fill in blank spaces, suffice out form provisions or bears special terms constitutes the practice of ferm t'o "samulard form" can meet all reconstruents.

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#### DEED OF TRUST

* BEES OF TRAST **

THE STATE OF TEXAS
COUNTY OF BRAZORIA

VCL 465 MCE 635 KNOW ALL MEN BY THESE PRESENTS:

That Gulfeo, Inc., a Texas corporation, acting by and through its duly authorized officer,

County, Texas, heseinafter called Grantors (whether one or more) for the purpose of securing the indebtedness hereinafter described, and in consideration of the sum of TEN DOLLARS (\$10.00) to us in hand paid by the Trustee hereinafter named, the receipt of which is hereby scknowledged, and for the further consideration of the uses, purposes and trusts hereinafter set forth, have granted, sold and conveyed, and by these presents do grant, sell and convey unto Minor M. Smith Trustee, of Brazoria County, Texas, and his substitutes or successors, all of the following described real property situated in Brazoria County, Texas, to-wit:

The surface only of a lot 110 feet wide off of the West or Southwest side of Tract Number 24 out of the Brazos Coast Investment Company's Subdivision Number 8, F. J. Calvit, Jr. Survey, Abstract Number 51, Brazoria County, Texas, said 110 feet wide lot being described more particularly by metes and bounds as follows, to-wit:
BEGINNING at the Northwest corner of said Tract Number 24, same being in the Southeast right-of-way line of a 60 foot road;
THENCE North 44° 24' East a distance of 110 feet along said road right-of-way line to a point in said line for the Northeast corner;
THENCE South 45° 36' East to a point on the North bank of the Intracoastal Canal for the Southeast corner;
THENCE in a Westerly direction following the meanders of said canal to the Southwest corner of said Tract 24 for corner;
THENCE North 45° 36' West along the Southwest or West line of said Tract 24 a distance of 737.48 feet, more or less, to the place of beginning.

TO HAVE AND TO HOLD the above described property, together with the rights, privileges and appurtenances thereto belonging unto the said Trustee, and to his substitutes or successors forever. And Grantors do breely bind themselves, their heirs, executors, administrators and assigns to warrant and forever defand the said premises unto the said Trustee, his substitutes or successors and essigns forever, against this claim, or claims, of all persons claiming or to claim the saine or any part thereof.

This conveys	nce, however, is mad	le in TRUST to secure payment of	promissory note of ever
data herewith in t	the principal sum of .	Nineteen Thousand and no/1	00
***********			0.00) executed by Grantors, payable to
the order of	J. O. Angl	e	**
in the City of	Houston	Harris	County, Texas as follows, 10-wit
	nnual instal reading of	lments, all in accordance w said note.	ith the face, tenor,

#### 🕨 DEED OFSTRIIST 🤼

#### VOL 465 MCE 636

bearing interest as therein mipulated, providing for acceleration of maturity and for Attorney's fees;

Should Grantons do and perform all of the covenants and agreements herein contained, and make prompt payment of said indebtedness as the same shall become due and payable, then this conveyance shall become still said void and of no further force and effect, and shall be released at the expense of Grantons, by the legal owner and holder thereof, hereinefter called Beneficiary (whether once or more).

Grantors covenant and agree as follows:

That they are lawfully seized of said property, and have the right to convey the same; that said property is free from all liens and encumbrances, except as herein provided.

To protect the title and possession of said property and to pay when due all taxes and assessments now existing or hereafter levied or assessed upon said property, or the interest therein created by this Deed of Trust, and to preserve and maintain the lien between created as a first and prior lien on said property including any improvements hereafter made a part of the realty.

To keep the improvements on said property in good repair and condition, and not to parmit or commit any waste thereof; to keep said buildings occupied so as not to impair the insurance carried thereon.

To insure and keep insured all improvements now or hereafter created upon said property against loss or damage by fire and windstorm, and any other hazard or hazards as may be reasonably required from time to time by Beneficiary during the term of the indebtedness hereby secured, to the extent of the original amount of the indebtedness hereby secured, or to the extent of the full insurable value of said improvements, whichever is the lesser, in such form and with such Insurance Company or Companies as may be approved by Beneficiary, and to deliver to Beneficiary the policies of such insurance having attached to said policies such mortgage indemnity clause as Beneficiary shall direct; to deliver renewals of such policies to Beneficiary at least ten (16) days before any such insurance policies shall expire; any proceeds which Beneficiary may receive under any such policy, or policies, may be applied by Beneficiary, at his option, to reduce the indebtedness hereby secured, whether then mattered or to mature in the future, and in such manner as Beneficiary may elect, or Beneficiary may permit Granton to use said proceeds to repair or replace all improvements damaged or destroyed and covered by said policy.

thet in the event Granton shall fail to keep the improvements on the property hareby conveyed in good repair and condition, or to pay promptly when due all taxes and assessments, as aforesaid, or to preserve the prior like of this Deed of Trust on said property, or to keep the buildings and improvements insured, as aforesaid, or to deliver the policy, or policies, of insurance or the renewal thereof to Beneficiary, as aforesaid, then Beneficiary may, at his option, but without being required to 0.70, make such repairs, pay such taxes and assessments, purchase any tax title thereon, remove any prior liens, and prosecute or defend any suits in relation to the preservation of the prior lien of this Deed of Trust on said property, or insure and keep insured the improvements thereon in an amount not to exceed that above stipulated; that any sums which may be so paid out by Beneficiary and all sums paid for insurance premiums, as aforesaid, including the costs, expenses and Attorney' fees paid in any suit affecting said property when necessary to protect the lien hereof shall bear interest from the dates of such payments at ten pur cent (10%) per annum, and shall be paid by Grantors to Beneficiary upon demand, at the same place at which the above described note is payable, and shall be deemed a part of the debt hereby secured and recoverable as such in all respects.

That in the event of default in the payment of any installment, principal or interest of the note hereby secured, in accordance with the terms thereof, or of a breach of any of the covenants kerein contained to be performed by Granton, then and in any of such events Beneficiary may elect. Grantons hereby expressly waiving presument and demand for payment, to declare the entire principal indebtedness hereby secured with all interest accrued thereon and all other sums hereby secured immediately due and payable, and in the event of default in the payment of said indebtedness when due or declared due, it shall thereupon, or at any time thereafter, be the duty of the Trustee, or his successor or substitute as hereinafter provided, at the request of Beneficiary, which request is hereby conclusively presumed to enforce this trust; and after advertising the time, place and terms of the sale of the above described and conveyed real property for three consecutive weeks prior to the day of sale by posting written or printed notices thereol at three (3) public places in the county where said real property is altusted, one of which notices shall be posted at the counthouse door of said county, and which notices may be posted by the Trustee scting, or by any person acting for him, to self the above described and conveyed real property at public auction in accordance with such notice at the counthouse door of the county in which met real property is situated (provided where said real property is situated and said above described and conveyed real property is situated on more than one county, then notices as herein provided shall be posted in each of such counties where the is all property is situated and said above described as conveyed real property will be sold), on the first Tuenday in any month between the hours of ten o clock A. M. and four o'clock P. M. to the highest bidder for cash, selling all of the property as an entirety or in such parces at the Trustee acting may rice, and make due conveyance to the Purchaser, or

It is agreed that in the event a foreclosure hereunder should be commenced by the Trustee, or his substitute or successor, Beneficiar may at any time before the sale of said property direct the said Trustee to abandon the sale, and may then institute suit for the collection of said note, and for the foreclosure of this Deed of Trust lies; it is further agreed that if Beneficiary should matture a suit for the collection thereof, and for a foreclosure of this Deed of Trust lies, that he may at any time before the entry of a final judgment in said suit domiss the same, and require the Trustee, his substitute or successor to self the property in accordance with the provisions of this Deed of Trust.

Beneficiary shall have the right to purchase at any sale of the property, being the highest budder and to have the amount for which property is sold credited on the debt then owing.

Beneficiary of any event is hereby authorized to appoint a substitute trustee, or a successor trustee, to act incless of the trustee named access without other formality than the designation in writing of a substitute or successor trustee; and the authority hereb conferred shall extend to the appointment of other successor and substitute trustees successfully until the indebtedness bereby recurred has been paid in full, or until said property is sold hereunder, and each substitute and successor trustee mail success to all of the rights and powers of the original trustee named herein.

In the event any sale is made of the above described property, or any portion thereof, under the terms of this Deed of Trust, Crantors, their heirs and acagin, statis (orthwith upon the making of such sale surrender and deliver possession of the property so sold to the Purchaser at such sale, and in the event of their failure to do so they shall thereupon from and after the making of said take be and continue as tenants at will of such Purchaser, and in the event of their failure to surrender possession of said property upon demand, the Purchaser, his heirs or useigns, thall be entitled to institute and maintain an action for forcible detainer of any property in the Justice of the Peace Court in the Justice Precinct in which such property, or any part thereof, is numbered.

It is agreed that the hea hereby created shall take precedence over and he a prior lien to any other lien of any character whether vendor's, materialmen's or mechanic's hen hereafter created on the above described property, and in the event the proceeds of the indebtedness secured hereby as set forth herein are used to pay off and satisfy any liens heretolore existing on taid property, then Beneficiary is, and shall be, subrogated to all of the rights, liens and remedies of the holders of the indebtedness so paid.

It is further agreed that if Crantors, their beins or assigns, while the owner of the hereinsbore described property, should commit an act of bankruptcy, or about an act of bankruptcy be committed and involuntary proceedings instituted or threatened, or should the property hereinsbore described be taken over by a Receiver for Grantors, their helm or assigns, the note hereinsbore described shall, at the option of Beneficiary, immediately become due and payable, and the acting Trustee may then proceed to sell the same under the provisions of this Oced of Trust.

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#### neto or tenst " # 468 MAE 637

As further security for the payment of the hereinabove described indebtedness, Granton hereby transfer, assign, and convey unto Beneficiary all rants issuing or to hereafter issue from said real property, and in the event of any default in the payment of said note or hereunder. Beneficiary, his agents and representatives, is hereby authorized, at his option, to collect said rants, or if such property is vocant to rant the same and collect the reals, and apply the same, less the ransonable costs and expenses of collection thereof, to the payment of said indebtedness, whether then matured or to mature in the future, find in such manner as Saneliciary may steet. The collection of mild rents by Beneficiary shall not constitute a wairer of his right to accularate the maturity of said undebtedness nor of his right to proceed with the enforcement of this Deed of Trust.

It is agreed that an extension, or extensions, may be made of the time of payment of all, or any part, of the indebtedness secured hereby, and that any part of the showe described real property may be released from this lien without aftering or affecting the priority of the lien created by this Deed of Trust in layor of any junior encombrancer, mortgages or purchaser, or any person acquiring an interest in the property hereby conveyed, or any part thereof; it being the intention of the parties herete to preserve this tien on the property herein described and all improvements thereon, and that may be bereafter constructed thereon, first and superior to any liens that may be placed thereon, or that may be fixed, given or imposed by law thereon after the execution of this instrument notwithstanding any such extension of the time of payment, or the release of a portion of said property from this lien.

In the event any portion of the indebtedness hereinahove described cannot be lawfully secured by this Deed of Trust iten on said real property, it is agreed that the first payments made on said indebtedness shall be applied to the discharge of that portion of said indebtedness.

Beneficiary shall be entitled to receive any and all sums which may become payable to Grantors for the condemnation of the hereinabove described real property or any part thereof, for public or quasi-public use, or by virue of private sale in lieu thereof, and any sums which may be awarded or become payable to Grantors for damages caused by public works or construction on or near the said property. All such sums also hereby satisfied to Beneficiary, who may, after deducting therefrom all expenses actually incurred, including attorney's fees, release same to Grantors or apply the same to the reduction of the indebtedness hereby secured, whether their mutured or to mature in the future, or on any money obligation hereunder, as and in such manner as Banefirmary may elect. Beneficiary shall not be, in say event or circumstances, liable or responsible for failure to collect, or exercise diligence in the collection of, any such sums

Nothing herein or in said note contained shall ever entitle Benediciary, upon the arising of any contingency whatsoever, to receive or collect interest in excess of the highest rate allowed by the laws of the State of Texas on the principal indehicdness hereby secured or on any money obligation hereunder and in no event shall Grantors be obligated to pay interest thereon in excess of such rate.

If this Deed of Trust is executed by only one person or by a corporation the plural reference to Grantou shall be held to include the singular and all of the covenants and agreements herein undertaken to be performed by and the rights conferred upon the temperative Grantou named bettern, shall be binding upon and inure to the benefit of not only said parties respectively but also their respective heirs, executors, administratous, grantees, successors and assigns.

Grantors expressly sepresent that thin Oced of Trust and the Note hereby secured are given for the following purpose, to-will

Part payment of the purchase price of the above described land and premises.

EXECUTED dis

1445

day of

February

A. B. 19 75 .

GULFCO, INC.

President

THE STATE OF TEXAS COUNTY OF

## DEED OF TOUSE "

VOL. 468 #10E 638

Before me, the andersigned authority, on this day personally appeared

Give	n under my	hand and seal of o	office on this the	day of		A. D. 19
			ì	Notary Public in and for	u v v v d d d d d d d d d d d d d d d d	County, Texas.
THE STA	TE OF TE	XAS	(Ackrov	rledgmont)		
YTRUGO	OF		}			
Befo	re me, the u	indersigned author	ity, on this dey persons	tily appeared		
				_subscribed to the foregoing		nowledged to me
			of the purposes and cor office on this the	nsideration thereia expressed day of	I.	, A. D. 19 .
2176	- minute hily	THE REI OF		•		
				Notary Public in and for		County, Texas.
" DEED OF TRUST	10	TRUSTEE FOR	H. R CLERK COUR 8Y.	D FOR RECORD  1 DOCLOCK M  EB 1 1 1975  STEVENS, JR.  ITY COURT, BRAZORIA CO. TEXAS  DEPUTY	PREPARED IN THE LAW OFFICE OF	The 3.0. Congles soll mut
THE STA	ATE OF TE	XAS	(Corporate a	cknowledgment)		
COUNTY	OF BY	azoria	\$			
Bef		underwened sutbo	rity, on this day person of Gul	ally appeared B.L. I	Panner	
he execut				bscribed to the foregoing ins ein expressed, in the capacity		

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## DEED 177

#### 15374

#### RELEASE OF LIEN

THE STATE OF TEXAS

Y

COUNTY OF BRAZORIA

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned, of the County of Antical, and State of Texas, the legal and equitable owner and holder of that one certain promissory note in the original principal sum of NINETEEN THOUSANE AND NO/100 (\$19,000.00) DOLLARS, dated February 14, 1975, executed by GULFCO, INC., a Texas corporation, by and through its duly authorized officers, payable to the order of J. O. ANGLE, more fully described in a Deed of Trust, duly recorded in Volume 468, Page 635 of the Deed of Trust Records of Brazoria County, Texas; said note being secured by Deed of Trust lien against the following described property, to-wit:

The surface only of a lot 110 fect wide off of the West or Southwest side of Tract Pumber 24 out of the Brazos Coast Investment Company's Subdivision Number 8, F. J. Calvit, Jr. Survey, Abstract Number 51, Brazoria County, Texas, said 110 feet wide lot being described more particularly by metes and bounds as follows, to-wit:

BEGINNING at the Northwest corner of said Tract Number 24, same being in the Southeast right-of-way line of a 60 foot road;

THENCE North 44° 24' East a distance of 110 feet along said right-of-way line to a point in said line for the Northeast corner;

THENCE South 45° 36' East to a point on the North bank of the Intracoastal Canal for the Southeast corner;

THENCE in a Westerly direction following the meanders of sail canal to the Southwest corner of said Tract 24 for corner;

THENCE North 45° 36' West along the Southwest or West line of said Tract 24 a distance of 737.48 feet, more or less, to the place of beginning;

said promissory note being additionally secured by vendor's lien retained in Deed of even date therewith, duly recorded in Volume 1235, Page 859, Deed Records, Brazoria County, Texas; for and

## DEED VC! 1255 PACE 478

in consideration of the full and final payment of all indebtedness secured by the aforesaid lien or liens, the receipt of which is hereby acknowledged, has released and discharged, and by these presents hereby releases and discharges, the above described property from all liens held by the undersigned securing said indebtedness.

EXECUTED, this the 3/15 day of A. D. 1975.

THE STATE OF TEXAS

COUNTY OF Brangasia

BEFORE ME, the undersigned authority, on this day personally appeared J. O. ANGLE, known to me to be the person whose name is subscribed to the annexed and foregoing instrument of writing, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, This the 3/4 day , A. D. 1975.

Notary Public In and For County, Texas.

FILED FOR RECORD AT L20 PORTION PN

AUG 1 1975

171

DEED OF TRUST

vet 481 mce 910

THE STATE OF TEXAS COUNTY OF BRAZORIA

15782

KNOW ALL MEN BY THESE PRESENTS:

That GULFCO, INC., by and through its duly authorized officers,	
of Brazoria County, Texas, hereinafter called Grantors (whether one or more) for the purpose of securing the indebtedness hereinafter described, and in consideration of the sum of TEN DOLLARS (\$10.00) to us in hand paid by the Trustee hereinafter named, the receipt of which is hereby acknowledged, and for the further consideration of the uses, purposes and trusts hereinafter set forth, have granted, ecid and conveyed, and by these presents do grant, sell and convey unto D. M. HARSDORFF Trustee, of Brazoria County, Texas, and his substitutes or successors, all of the following described real property situated in Brazoria County,	
The surface only of a lot 110 feet wide off of the West or Southwest side of Tract Number 24 out of the Brazos Coast Investment Company's Subdivision Number 8, F. J. Calvit, Jr. Survey, Abstract Number 51, Brazoria County, Texas, said 110 feet wide lot being described more particularly by metes and bounds as follows, to-wit BEGINNING at the Northwest corner of said Tract Number 24, same being in the Southeast right-of-way line of a 60 foot road; THENCE North 44° 24' East a distance of 110 feet along said road right-of-way line to a point in said line for the Northeast corner THENCE South 45° 36' East to a point on the North bank of the Intropastal Canal for the Southeast corner; THENCE in a Westerly direction following the meanders of said cana to the Southwest corner of said Tract 24 for corner; THENCE North 45° 36' West along the Southwest or West line of said Tract 24 a distance of 737.48 feet, more or less, to the place of beginning.	: - ; a-
TO HAVE AND TO HOLD the above described property, together with the 1. 'tts, privileges and appurtanences thereto belonging unto the said Trustee, and to his substitutes or successors forever. And Graver as do hereby bind themselves, their heirs, executors, administrators and assigns to warrant and forever defend the "d prer it . unto the said Trustee, his substitutes or successors and assigns forever, against the claim, or chalms, of all persons classing or to claim the same or any part thereof.	
This conveyance, however, is made in TRUST to secure payment of One promissory note	
date herewith in the principal sum of Nineteen Thousand and No/100	
The order of BRAZOSPORT BANK OF TEXAS, at its office	
in the City of Preeport Brazoria County, Texas as follows, to-wit:	
as therein provided,	

### BEER OF TRUST VOL 481 MEE 911

bearing interest as therein stipulated, providing for acceleration of maturity and for Attorney's fees;

Should Grantons do and perform all of the covenants and agreements berein contained, and make prompt payment of said indebtedness as the same shall become due and payable, then this conveyance shall become suil and void and of no further force and effect, and shall be released at the expense of Grantons, by the legal owner and holder thereof, hereinafter called Beneficiary (whether ope or more).

Grantors covenant and agree at follows:

That they are lawfully saized of said property, and have the right to convey the same; that said property is free from all liens and encumbrances, except as herein provided.

To protect the title and possession of said property and to pay when due all taxes and assessments now existing or hereafter levied or assessed upon said property, or the interest therein created by this Deed of Trust, and to preserve and maintain the lies hereby created as a first and prior lies on said property including any improvements hereafter made a part of the realty.

To keep the improvements on said property in good repair and condition, and not to permit or commit any waste thereof; to keep said buildings occupied so as not to impair the insurance carried thereon.

To insure and keep insured all improvements now or hereafter created upon said property against loss or damage by fire and windstorm, and any other hazard or hazards as may be reasonably required from time to time by Beneficiary during the term of the indebtedness hereby secured, to the extent of the original amount of the indebtedness hereby secured, or to the extent of the full insurable value of said improvements, whichever is the lesser, in such form and with such Insurance Company or Companies as may be approved by Beneficiary, and to deliver to Beneficiary the policies of such insurance karring attached to said policies such riortgage indemnity clause as Beneficiary shell direct; to deliver renewals of such policies to Beneficiary at least ten (10) days before any such insurance policies shall expire; any proceeds which Beneficiary may receive under any such policy, or policies, may be applied by Beneficiary, at his option, to reduce the indebtedness hereby secured, whether thes matured or to mature in the future, and in such manner as Beneficiary may elect, or Beneficiary may permit Grantors to use said proceeds to repair or replace all improvements damaged or destroyed and covered by said policy.

Fast in the event Grantors shall fail to keep the improvements on the property hereby conveyed in good repair and condition, or to pay promptly when due all taxes and essessments, as aforesaid, or to preserve the prior lies of this Deed of Trust on said property, or to keep the buildings and improvements insured, as aforesaid, or to deliver the policy, or policies, of insurence or the renewal thereof to Beneficiary, as aforesaid, then Beneficiary may, at his option, but without being required to do so, make such repairs, pay such taxes and assessments, purchase any tax title thereon, remove any prior lient, and projected or defend any suits in relation to the preservation of the prior lien of this Deed of Trust on said property, or insure and keep insured the improvements thereon in an amount not to exceed that above stipulated; that any sums which may be so paid out by Seneficiary and all sums paid for insurance premiums, as aforesaid, including the costs, expenses and Attorney' fees paid in any suit affecting said property when necessary to protect the lien hereof shall bear interest from the dates of such payments at ten per cent (10%) per annum, and shall be paid by Grantors to Beneficiary upon demand, at the same place at which the above described note is payable, and shall be deemed a part of the debt hereby secured and recoverable as such in all respects.

That in the event of default in the payment of any installment, principal or interest of the note herrby secured, in accordance with the terms thereof, or of a breach of any of the covenants herein contained to be performed by Grantors, then and in any of such events Beneficiary may elect, Grantors hereby expressly waiving presentment and demand for payment, to declare the entire principal indebtedness herrby secured with all interest secured thereon and all other sums wereby secured immediately due and payable, and in the event of default in the payment of said indebtedness when due or declared due, it shall thereupon, or at any time thereafter, be the duty of the Trustee, or his successor or substitute as hereinstered, at the request of Beneficiary, (which request is hereby conclusively presumed) to enforce this trust; and after advertising the time, place and terms of the sale of the above described and conveyed real property for three consecutive weeks prior to the day of sale by gosting written or printed ortices thereof at three (3) public places in the county where said real property is situated, one of which notices shall be ported at the courthouse door of said county, and which notices may be posted by the Trustee acting, or by any person acting for him, to sell the above described and conveyed real property is situated where said real property is situated in more than one county, then notices as herein provided shall be posted in each of such counties where the real property is situated and said above described and conveyed real property will be sold), on the first Tuesday in any month between the hours of ten o clock A. M. and four of clock P. M., to the highest bidder for cash, selling all of the property as an entirety or in such parcels as the Trustee acting may elect, and make due conveyance to the Purchasers, with general warranty binding Grantors, their heirs and assigns, and out of the money arising from such sale, the Trustee acting shall be presumed to have been provided for in said note, a

It is agreed that in the event a foreclosure hereunder should be commenced by the Trustee, or his substitute or successor, Beneficiary may at any time before the sale of said property direct the said Trustee to shandon the sale, and may then institute sait for the collection of said note, and for the foreclosure of this Deed of Trust lien; it is further agreed that if Beneficiary should unstitute a suit for the collection thereof, and for a foreclosure of this Deed of Trust lies, that he may at any time before the entry of a final judgment in said suit dismiss the same, and require the Trustee, his substitute or successor to sell the property in accordance with the provisions of this Deed of Trust.

Beneficiary shall have the right to purchase at any sale of the property, being the highest bidder and to have the amount for which such property is sold credited on the debt then owing.

Beneficiary in any event is bereby authorized to appoint a substitute trustee, or a successor trustee, to act instead of the Trustee named bersus without other formality than the designation in writing of a substitute or successor trustee; and the authority hereby conferred shall extend to the appointment of other successor and substitute trustees successively until the indebtedaess bereby secured has been paid in full, or until said property is sold hereunder, and each substitute and successor trustee shall exceed to all of the rights and powers of the original trustee named herein.

In the event any sale is made of the above described property, or any portion thereof, under the terms of this Deed of Trust, Grantors, their heirs and assigns, shall forthwith upon the making of such sale surrender and deliver possession of the property so sold to the Purchaser at such sale, and in the event of their failure to do so they shall thereupon from and after the making of such sale be and continue as tenants at will of such Purchaser, and in the event of their failure to surrender possession of said property upon demand, the Purchaser, his heirs or assigns, "hall be entitled to institute and maintain an action for forcible detainer of said property in the Justice of the Peace Court in the Justice Precinct in which such property, or any part thereof, is

It is agreed that the lies hereby created shall take pre-edence over and be a prior ion to any other lies of any character whether wendor's, materialmen's or mechanic's lies hereafter created on the above described property, and in the event the proceeds of the indebtedness secured hereby as set forth herein are used to pay off and satisfy any liess heretofore existing on said property, then Beneficiary is, and shall be, subrogated to all of the rights, items and remedies of the holders of the indebtedness so paid.

It is further sgreed that if Grantors, their heirs or assigns, while the owner of the hereinshove described property, should commit an act of bankruptcy, or authorize the filling of a voluntary petition in bankruptcy, or should an act of bankruptcy be committed and involuntary proceedings instituted or threatened, or should the property hereinshove described by affective for Grantors, their heirs or assigns, the note hereinshove described shall, at the option of Beneficiary, infinitelistatly become due and psyable, and the acting Trustee may then proceed to sell the same under the provisions of this Board of Trust.

## DEED OF TRUST " VCL 481 MEE 912

As further security for the psyment of the hereinshove described indebtedness, Grantors hereby transfer, assign, and convey unto Bezeficiary all rents lessing or to hereafter issue from said real property, and in the event of any default in the psyment of said soits or hereunder, Beneficiary, his agents and representatives, is hereby authorized, at his option, to collect said reats, or if such property is vacant to test this same and collect the tests, and apply authorized, at his option, to collect said reats, or if such property is vacant to test this same and collection thereof, to the psyment of mid indebtedness, whether then matured or to mature in the future, and in such manner as Beneficiary may elect. The collection of said rents by Beneficiary shall not constitute a waiver of his right to accelerate the maturity of said in-sectedness nor of his right to proceed with the enforcement of this Deed of Treat.

It is agreed that an extension, or extensions, may be made of the time of payment of all, or any part, of the indebtedness secured hereby, and that any part of the above described real property may be released from this lies without altering or affecting the priority of the lies created by this Doed of Trust is favor of any jurious necumbrances, mertgages or purchases, or any percentage an interest in the property hereby conveyed, or any part thereof; it being the intention of the parties hereto to preserve this lies on the property hereis described and all improvements thereon, and that may be hereafter constructed thereon, first and appetior to any liens that may be placed thereon, or that may be fixed, given or imposed by law thereon after the execution of this instrument notwithstanding any such extension of the time of payment, or the release of a portion of said property from this lies.

In the event any portion of the indebtedness hereinabove described cannot be lawfully secured by this Deed of Trust lien on said real property, it is agreed that the first payments made on said indebtedness shall be applied to the discharge of that portion of said indebtedness.

Beneficiary shall be entitled to receive any and all sums which may become payable to Grantors for the condemnation of the hereinabove described real property, or any part thereof, for public or quest-public use, or by virtue of private sale in lieu thereof, and any sums which may be awarded or become payable to Grantors for demages caused by public works or construction on or near the said property. All such sums sie hereby assigned to Beneficiary, who may, after deducting therefrom all expenses actually incurred, including attorney's fees, release same to Grantors or apply the same to the reduction of the indebtedness hereby secured, whether then matured or to mature in the future, or on any money obligation hereunder, as and in such manner as Beneficiary may elect Beneficiary shall not be, in any event or circumstances, liable or responsible for failure to collect, or exercise difference in the collection of, any such sums.

Nothing herein or in said note contained shall ever entitle Beneficiary, upon the axising of any contingency whatsoever, to receive or collect interest in excess of the highest rate allowed by the laws of the State of Texas on the principal indebtedness hereby secured or on any money obligation hereunder and in so event shall Grantons be obligated to pay interest thereon in excess of such rate.

If this Deed of Trust is executes by only one person or by a corporation the plural reference to Grantom shall be held to include the singular and all of the coven; its and agreements herein undertaken to be performed by and the rights conferred upon the respective Grantom named herein, shall be binding upon and inure to the benefit of not only said parties respectively but also their respective heirs, executors, administrators, grantees, successors and assigns.

Grunters appearaby present that this Deed-of Front and the Note bereby secured are given for the following purpose, to mili

GULFCO, INC.

ATTEST:

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By BI Januar

President

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Secretary

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COU	NTY	OF	•	

DEED OF TOUSS

Before me.	the undersigned	authority, on this	day personally	appeared

VOL 481 MICE 913

	Given	under	my ker	id and s	eal of office	on this the	day -	of	, A. D. 19
							Notary Public in a	nd for	County, Texes.
						(Act	- inwiedgment)		
	STATE VTY O		TEXA	8		}			
	Beinre	me, ti	ie unda	reigned	eutho <del>ri</del> ty,	on this day per	sonally appeared		
	A ta inc		-					• •	strument, and adknowledged to me
lipį	(Javen )					re purposes and re on this the	eunsideration therein da	y af	, A. B. 10
							Natary Public in a	nd for	County, Texas.
DEED OF TRUST	GULFCO, INC.	01	D. M. HARSDORFF	TRUSTEE FOR	BRAZOSPORT BANK OF TEXAS	AT	AUG 6 1975  R. STEVENS, DOUBLE BOOKEN	JR. St. TEDS 2. SEASON	PREVARED IN THE LAW OFFICE OF: HOLDER AND GERMANY, INCORPORATED 1411 Brazosport Boulevard P. O. Box 2650 Freeport, Texas 77541 713-233-7266 PLAKE RETURN TO: Brazosport Bank of Texas 1400 Brazosport Boulevard Freeport, Texas 77541 ATTN: Norma Foster
	STAT NTY (	E OF	TEXA	ıs	491 3	(Corpon	I C C( O PA)		
Pre	Belon sside		the und	ersigne	l cutbority.	on this day pe	GULFCO, INC.	R_ L. Ta	nner .
be e	xecuted		amo fo						ment, and acknowledged to me that herein stated and as the act and deed

); ## #C

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DI-S/md 5-12-78

## #1310 ME 131 EASEMENT

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File No		٠
Job No. WA 14	199	
County Brazo		
Map 5624	5	

AND PERSONAL PROPERTY.

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Map 5624 D
Delaware corporation
d in consideration of One Dollar (\$1.00) to
d out of Tract 24 of the Brazos Coast the F. J. Calvit League, Abstract No. 51, ad in Volume 2, Page 141 of the Misp Recor- e property described in paragraph (e) in a i recorded in Volume 1266, Page 290 of the
ted easement five (5) feet in width and 30 nalf (1/2) of a 10-foot wide easement as 78-0573, prepared by Houston Lighting & art hereof, and an unobstructed aeria! enty (20) feet above the ground upward, not wide easement,
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together with the rights of ingress and egress to or from said right-of-way for the purpose of constructing, inspecting, repairing, maintaining, and removing said lines.

WITNESS	Му	hand	this	23rd	_day of_	May		. 19_ ⁷⁸ _
ATTEST:			CHROMA	LLOY AM	RICAN C	ORPORATION,	GULFCO	DIVISION
By: \ By: \ (Signature)	nus	Secretary		y: Signatui	re)	Vice Pr	resident	<del></del>
	Murrel1	·	<del>-</del> ,	_ × 1	R. L. Sc	ott		
(Name printed o	r typed)		(	Name pr	inted or	typed)		
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lines,

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BRAZORIA	Caunty	
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	stherity, a Notary Public in and for BRAZORIA	-
ras, on this day personally appeared VICE Preside	ent of Chromalloy American Corporation, GULFCO DIV	15101
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RETURN TO:
P. Q. Karon
HOUSTON LIGHTING & POWER COMPANY
P. Q. BOX 1700
MOUSTON, TEXAS, 77001

HOSTED BY:

F. J. CALVIT LEAGUE A~5/ MARLIN AVE 14753' to & of Gulfriew ---PISC IO'GASEMENT Anthony Zenekos et ux Chromalloy American Corporation Vol. 1266 Ag. 290 161.956 BRAZOS COAST INVESTMENT COMPANY'S SUBDIVISION NO.8 1612 . Pg. 141-142 B.C.M.R. 23 24 REVISIONS HOUSTON LIGHTING & POWER CO. EASEMENT UNOBSTRUCTED 408 NO. THE EXTERIORS OF ALL EASEMENTS ARE TO INTERSECT WITH THE EXTERIORS OF ALL ASSOCIATION EASEMENTS OR WITH ADJOIN-HOUSTON, TEXAS COUNTY , BRAZORIA MEVISED BY ENGINEERING DEPARTMENT CATE SCALE 1" - 20" DATE: 4/27 ,19 78 CHECKED BY 12'66240 10 WA. 14099 11 P. G. **SKETCH NO. 78-0573** 

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#### ASSIGNMENT AND CONVEYANCE

KNOW ALL MEN BY THESE PRESENTS, That:

DCLLARS (\$100.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, MOBIL OIL CORPORATION, ("MOBIL"), a New York corporation, with an office at Nine Greenway Plaza, Suite 2700, Houston, Texas 77046, hereby represented by its undersigned duly authorized Attorney-in-Fact, does hereby sell, assign, transfer, convey and deliver to MOBIL PRODUCING TEXAS & NEW MEXICO INC., ("MPTM"), a Delaware corporation, Nine Greenway Plaza, Suite 2700, Houston, Texas 77046, its successors and assigns, all of MOBIL's right, title and interest in and to and by virtue of the following:

- 1. Those certain oil and gas and oil, gas and mineral leases, easements, rights of way, deeds of the land or surface thereof, mineral and royalty deeds, surface leases and other leases, more particularly described in Exhibit "A", attached hereto and made a part hereof, together with all equipment, materials, fixtures, improvements, facilities, pipelines, personal or movable property and other appurtenances located on the lands covered by said instruments described in Exhibit "A" and paragraph No. 2. It is understood that the Materesta described in instruments listed in Exhibit "A", whether conveyed, excepted or reserved, shall be construed to be included herein.
- 2. Any and all units; unitization, communitization, unit and pooling agreements, operating agreements, farmout and farmin agreements; and other agreements (whether similar or dissimilar to those specified above) covering or affecting, in whole or in part, the instruments specified in Paragraph No. 1 hereinabove, or the lands covered thereby;

it being the intent of MOBIL hereby to transfer -- and MOBIL does hereby transfer -- to MPTM, its successors and assigns, all interest of MOBIL under or by virtue of the above-described documer's (whether the same be leasehold and/or working interests, operating rights, mineral, royalty or overriding royalty

## DEED vs. 1491 ne 566

interests, production payments, fee interests, interests in the surface or otherwise) and all rights appurtenant thereto, and whether such interests and rights are present or future, choate or inchoate, vested or unvested, accrued or unaccrued. This Assignment and Conveyance is made with full substitution and subrogation of MPTM in and to all covenants and warranties by others heretofore given or made in respect of the interests transferred herein or any part thereof.

EXECUTED in multiple counterparts, any one of which shall have the force and effect of an original, this day of December, 1979, but effective as of January 1, 1980.

MOBIL OIL CORPORATION

By T CHANDLE

Attorney-in-Fact

STATE OF TEXAS

COUNTY OF HARRIS

BEFORE ME, the undersigned authority, a Notary Public in and for Harris County, Texas, on this day personally appeared H.T. CHANDLER, known to me to be the person whose name is subscribed to the foregoing instrument, and known to me to be the Attorney-in-Fact of MOBIL OIL CORPORATION, and acknowledged to me that he executed said instrument for the purposes and consideration therein expressed, and as the act of said corporation.

GIVEN UNITER MY HAND AND SEAL OF OFFICE this day of December, 1979.

MYRNA R. FLYNN

COUNTY OF

Notary Public - Harris County My Commission Expires Sept. 13, 1981 EXHIBIT "A"

STATE OF TEXAS , COUNTY OF BRAZORIA

Page 1

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NOC LEASE	LESSOR/GRANTOR	LESSEE/GRANTEE	DATE	BOOK	PACE	RECORD
T-20373-A	J. R. Swith	J. L. Poutra	4/25/34	250	188	Deed
T-20376-B	William (Billie) Chenault, et ux	J. A. Hefner, Jr., Trustee	12/15/33	245	328	**
T-20383-A	H. B. Vezey	R. J. St. Germain	3/11/38	302	593	**
∵-20383-B	John H. Shary	Rarl C. Hankamer	11/14/40			
¥-20383-C	Mrs. M. L. Vezey	R. J. St. Germain	8/07/39	319	564	н
¥ T-20384	Ashley F. Wilson, et al	Harrison Oil Company, et al	7/18/39	319	351	н
T-20385	D. D. Orr, et al	Harrison Oil Company, et al	12/26/39	328	288	II.
7-20390	Mrs. Nellie Lewellen, et vir	R. Wagner	10/12/29	217	459	ц
<b>5</b> 1-20391	Fred Elving	Stockwell, Owen & Schadler	3/19/31	228	429	II .
T-20393-A	Louis Augspurger	J. L. Poutra	11/17/33	246	408	**
T-20394-A	Charline Brown Osburn, et vir	J. L. Poutra	11/18/33	246	402	••
T-20395-A	W. C. Grahen, et ux	J. A. Hafner, Jr.	12/11/33	250	9	"
T-20395-B	W. C. Graham, et ux	S. P. Cilley	5/15/34	248	573	••
T-20396-A	Ira K. Troyer	J. L. Poutra	11/18/33	246	479	••
T-20397	West Texas Abstract & Guarantee Company	R. D. MacDonald	12/08/33	250	176	u
T-20398	David A. Kauffman	J. L. Poutra	11/17/33	246	423	i)
* T-20399-A	Bernard River Land Development Company	Harrison Oil Company, et al	11/22/33	246	426	и
+ T-20399-B	Joseph S. LeFils, Jr.	Harrison Oil Company, et al	9/13/34	255	487	94

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T-20399-B

T-20399-B

T-20399-C

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T-20406

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EXHIBIT "A"

EXHIBIT "A"

STATE OF TEXAS COUNTY OF BRAZORTA RECORDED INSTRIMENT TYPE OF LESSEE/GRANTEE DATE BOOK PAGE RECORD Joseph B. Davis, et al Harrison Oil Company, et al 9/05/34 254 505 Deed Catherine L. Saunders, at al Harrison Oil Company, et al 9/05/34 255 482 Zoe Blunt MacDonald, et vir Harrison Oil Company, et al 6/02/39 318 330 Marrison Oil Company, et al 11/25/33 246 411 Bernard River Land Development Company Harrison Oil Company, et al 11/25/33 246 398 Harrison Oil Company, et al 6/19/41 353 44 Federal Royalty Company Harrison Oil Company, et al 8/20/41 346 467 Barrison Oil Company, et al 4/26/42 359 511 Mrs. Christina Larsen, et vir J. L. Poutra 11/18/33 246 418 J. L. Poutra 12/23/33 250 193 J. A. Hafner, Jr. 12/11/33 250 21 Eric Enevol Edling, et al E. E. McAuliffe 7/06/34 250 465 Christina Edling Largen, Guardian Harrison 011 Company, et al 7/16/34 250 592 J. L. Poutra 12/20/33

AO BIVIS

T-20407

T-20408

T-20409

T-20410-A

T-20410-B

= T-20411

G. Z. Sadler, et ux

F. A. Pieber

LESSOR/GRANTOR

R. D. MacDonald

Charlie Grovey, Jr.

Timothy Grovey, et al

Waldo Edling, et ux

Eric Edling

T. Berthelmen

F. A. Pisher, et ux

Fletcher W. Dailey, et ux

Harrison Oil Company, et al

J. L. Poutra

5/25/34

12/20/37

12/24/37

12/15/33

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Page 2

Herrison Oil Company, et al

J. A. Hafner, Jr., Trustee

EXHIBIT "A"

STATE OF TEXAS

COUNTY OF BRAZORIA

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MOC LEASE NUMBER	LESSOR/CRAMTOR	LESSEE/GRANTEE	Instrument Date	<u>B-00K</u>	PAGE	TYPE OF
T-20412	T. M. Smith, at ux	J. D. Cooper	5/16/34	250	199	Deed
T-20413-A	George Grimes, et ux	Harrison Oil Company, et al	1/05/38	296	373	n
T-20413-B	Alden W. Foster, et al	Harrison Oil Company, et al	7/25/38	309	283	<b>57</b>
7-20413-C	George Duncan, Jr., et ux	Harrison Oil Company, et al	11/30/38	311	613	••
# 2-20413-C	Mrs. Christina Larsen, et vir	J. L. Poutra	4/12/34	250	114	Ħ
8-20414-B	Edward W. Patton, et al	J. L. Poutra	3/26/34	253	56	**
20415-A	Barry Chenault, et ux	Harrison Oil Company, et al	7/26/38	309	2	•1
20415-B	Mrs. Jeannetta K. Bennett	Harrison 011 Company, et al	9/12/39	322	86	91
T-20415-C	W. C. Haumsond, et ux	Harrison Oil Company, et al	7/19/38	306	586	•1
T-20416-A	Mrs. M. F. (Cornelia) Chenault, Indv. & Community Administratrix	Harrison Oil Company, et al	7/21/38	307	128	11
T-20416-B	Mabel Ballard, et vir	Harrison Oil Company, et al	8/16/38	309	198	tt
T-20416-C	D. M. Hankins, et al	Harrison 011 Company, et al	8/24/38	310	120	*
T-20416-D	Louis Augspurger, et ux	Harrison Oil Company, et al	9/28/38	309	491	H
T-20416-E	R. L. Cons, et ux	Harrison Oil Company, et al	12/02/39	323	530	
T-20415-P	T. J. Duncan, et al	Harrison Oil Company, et al	5/22/39	319	167	
- T-20416-G	Chris Birky, et ux	Harrison Oil Company, et al	8/10/36	308	253	11

STATE OF . COUNTY OF RECORDED TYPE OF INSTRUMENT MOC LEASE DATE BOOK PACE RE CORD LESSEE/GRANTEE LESSOR/GRANTOR NUMBER 298 380 Deed 3/29/44 Magnolia Petroleum Company, et al Chris Birky, et ux T-20416-H 250 12/26/33 J. A. Hafner, Jr., Trustee Barry Chenault, et ux 1-20417-A 39 293 8/05/37 Harrison Cil Company, et al Barry Chenault, et ux T-20417-B 249 12/28/33 250 J. A. Hafner, Jr., Indv. & Trustee 7-20417-C Mrs. Anna Louise Short 425 6/22/38 305 Harrison Oil Company, et al T-20417-D Anna Louise Short 12/26/33 250 12 J. A. Hafner, Jr., Indv. & Trustee **ET-20417-E** Ivo Woosley, et ux 205 428 6/22/38 T-20417-P Harrison 011 Company, et al Ivo Woosley, et ux 15 12/06/33 250 -20417-G O. S. Short, et ux J. A. Hafner, Jr., Indv. & Trustee 448 292 8/05/37 95-20417-H Harrison Oil Company, et al Mrs. Mollie Chensult Short 9/23/38 T-20417-I Harrison Oil Company, et al J. R. Smith, at ux 250 12/26/33 J. A. Hafner, Jr., Indv. & Trustee T-20417-J W. C. Hammond, et ux 294 8/05/37 Harrison Oil Company, et al W. C. Hammond, et ux T-20417-X 8/09/37 Mrs. Huldah Gans Harrison Oil Company, et al T-20417-L 565 248 5/15/34 S. P. Gilley T-20417-M O. J. Crosson, et ux 16 250 12/26/33 T-20417-N Will Hall Chenault, et ux J. A. Hafner, Jr., Indy. & Trustee 42 294 B/05/37 T-20417-0 Will Hall Changult, et ux Harrison Oil Company, et al 611 249 5/17/34 T-20417-P W. H. Chensult, et ux S. P. Gilley 33 291 8/05/37 T-20417-Q Will Hall Chenault, et ux Harrison Oil Company, et al

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STATE OF STATE COUNTY OF BRAZORIA

RECORDED INSTRUMENT MOC LEASE TYPE OF LESSOR/GRANTOR LESSEE/GRANTEE DATE NUMBER BOOK PAGE RECORD William B. Chenault, et ux R. J. St. Germain 6/07/34 T-20417-R 25 562 Oil & Gas J. L. Poutra T-20417-S J. M. Copeland, et un 11/28/34 256 Deed T-20417-T J. M. Copeland, et ux Harrison 011 Company, et al 8/05/37 292 505 T-20418-A C. N. Markle, Indv. & Trustee J. L. Poutra 4/06/34 251 480 T-20419-A Nallie L. Smith, et vir J. L. Poutra 11/18/33 251 594 T-20420 Bernard River Land Development Company Harrison Oil Company, et al 4/03/35 272 74 7-20421-A Edward Aeron, et ux Harrison Oil Company, et al 10/24/38 311 297 X-20421-B J. L. Poutra Harrison Oil Company, et al 6/02/39 342 318 T-20421-C Mrs. Lthel H. Dunn, et vir Harrigon 011 Company, et al 12/02/38 313 333 T-20421-D Coastal Oil & Transport Company Harrison Oil Company, et al 3/07/39 323 253 T-20422-A 327 L. C. Arp, et al Harrison Oil Company, et al 10/27/39 323 T-20422-B Guy A. Thompson, Trustee 7/05/40 335 131 Harrison Oil Company, et al T-20423-A L. C. Arp. et al 325 Harrison Oil Company, et al 10/27/39 323 T-20423-B Guy A. Thompson, Trustee 7/05/40 335 125 Harrison Oil Company, et al T-20424-A Frank W. Mueller, et ux 311 300 R. D. MacDonald 10/10/38 T-20424-B Guy A. Thompson, Trustee 37 Harrison Oil Company, et al 9/05/41 357 T-20425 Frank W. Mueller, Indv. & Trustee R. D. MacDonald 10/10/38 311 292 T-20426-A George S. Waddy, at ux 293 288 Herrison Oil Company, et al B/24/37

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HUNBER	LESSOR/GRANTOR	LESSEE/GRANTEE	DATE	BOOK	P AGE	RECORD
T-20426-B	T. L. Smith, Jr., et al	Harrison Oil Company, et al	7/18/41	350	159	Deed
T-20426-C	Scott Stromm, et al	T. M. Nowlin	5/23/34	248	602	••
T-20426-D	T. M. Nowlin	Harrison Oil Company, et al	6/22/34	250	319	11
T-20427	Shed Waddy, et ux	Harrison Oil Company, et al	12/20/38	314	125	11
T-20428	R. D. MacDonald	Harrison Oil Company, et al	6/02/39	318	337	44
T-20429-A	Mrs. Mollie Chesault Short, et al	Harrison Oil Company, et al	8/24/36	310	15	••
T-20429-B	Mrs. Winceanna Wilkins, et vir	Harrison Oil Company, et al	9/19/38	309	395	•
T-20429-C	First State Bank of Sweeny, Texas	Harrison 011 Company, et al	11/30/38	312	447	•
T-20429-D	D. M. Rimmer, et ux	Harrison 011 Company, et al	8/18/38	307	412	**
T-20429-E	C. C. Pope, et ux	J. L. Poutre	6/06/34	249	606	M
T-20429~F	C. C. Pope, at ux	Harrison 011 Company, et al	8/08/38	307	463	**
T-20429-G	John T. Chenault, et ux	Harrison Oil Company, et al	7/19/38	306	582	ш
т-20429-н	R. S. Todd, et ux	Harrison 011 Company, et al	7/23/38	307	125	,,
T-20430	L. F. Schweikart, et al	Harrison Oil Company, et al	11/22/39	324	215	11
T-20431-A	C. R. Cason, et ux	Harrison Oil Company, et al	8/06/38	308	259	14
T-20431-B	W. A. Woodrum, et ux	James W. Reynolds	12/14/35	274	265	11
T-20431-6	W. A. Woodrum, et ux	Harrison Oil Company, et al	11/29/39	326	166	•
T-20431-D	J. W. Presley, et al	Zeni Oil Company	1/04/36	275	173	**

COUNTY OF

STATE OF TEXAS BRAZORTA RECORDED INSTRUMENT NOC LEASE TYPE OF LESSEE/GRANTEE DATE BOOK LESSOR/GRANTOR PACE NUMBER RECORD Harrison Oil Company, et al T-20431-E J. W. Presley, et al 11/25/39 326 329 Deed James W. Reynolds 275 A. M. Orr, et ux 12/12/35 320 T-20431-F R. D. MacDonald Mrs. Molly Brockman 12/14/35 274 192 1-20431-G E-20432-A G. J. Lee Althem Beal 1/03/34 245 199 ₹ 2-20432-B Althea Beal Harrison Oil Company, et al 10/26/38 E-20433 D. H. Chengult, et ux Harrison Oil Company, et al 11/04/38 312 98 T-20434 317 E. F. Meador, et al Harrison Oil Company, et al 8/01/39 320 T-20436-B F. F. Meador, et ux Magnolia Petroleum Company, et al 9/20/44 392 498 T-20437-B James Kimbrev, Sr., at al Magnolia Petroleum Company, et al 10/21/44 386 599 T-20438-B J. F. Garrison Magnolia Petroleum Company, et al 8/31/44 386 259 T-20440-B 9/18/44 392 501 D. R. Lindsey, et ux Magnolia Petroleum Company, et al T-20441-B 505 Paul H. Lindsey, at ux 9/19/44 392 Magnolia Petroleum Company, et al T-20442-B 386 262 Winston Chenault, et ux Magnolia Petroleum Company, et al 9/08/44 T-20443-B D. T. Curtie, et ux Magnolia Petroleum Company, et al 10/09/44 386 603 T-20444-B Clyde Walters, et ux 10/09/44 386 607 Magnolia Petroleum Company, et al T-20445-B John Thomas Plunk, et ux 392 508 Magnolia Petroleum Company, et al 9/18/44 T-20446-B S. E. Plunk, et ux 37 011 & Gas 1/15/45 2 Magnolia Petroleum Company, et al T-20447-B E. F. Meador, et ux 164 Magnolia Petroleum Company, et al 3/08/45

STATE OF TEXAS , COUNTY OF BRAZORIA

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NOC LEASE NUMBER	LESSOR/GRANTOR	LESSEE/GRANTEE	INSTRUMENT DATE	BOOK	PAGE	TYPE OF RECORD
T-20448-B	Clyde Elvis Hooper, at ux	Magnolia Petroleum Company, et al	9/15/44	392	512	Deed
T-20449-B	Barry Chenault	Magnolia Petroleum Company, et al	10/30/44	391	131	H
T-20450-B	J. T. Orr, et ux	Magnolia Petroleum Company, et al	B/29/44	386	265	ir
₹1-20451-B	H. M. Grover, et ux	Magnolia Petroleum Company, et al	3/16/45	3	391	011 & Gas
T-20451-B	R. P. Martin, et ux	Magnolia Petroleum Company, et al	8/29/44	386	269	Deed
T-20453-R	E. S. Clark, et ux	Magnolia Petroleum Company, et al	8/29/44	386	272	
T-20454-B	Church of Christ of Sweeny, Texas	Magnolia Petroleum Company, et al	9/20/44	391	135	н
₹-20455-B	Mollie C. Short, et al	Magnolia Petroleum Company, et al	10/24/44	1	426	011 & Gas
T-20456-B	Floyd F. Walters, et ux	Magnolia Petroleum Company, et al	9/08/44	386	276	Deed
T-20457-B	Peter Crain, et ux	Magnolia Petroleum Company, et al	8/30/44	386	279	11
T-20458-E	Barold T. Barfield, et ux	Magnolia Petroleum Company, et al	9/15/44	392	521	n
T-20458-F	John A. Elliott, et ux	Magnolia Petroleum Company, et al	10/17/44	386	625	10
T-20458-G	E. F. Meador, et ux	Magnolia Patroleum Company, et al	3/08/45	3	71	Oil & Gas
Т-20458-н	Selkirk Harris, Jr., et al	Magnolia Petroleum Company, et al	3/07/45	3	168	n
T-20458-I	E. F. Meador, et ux	Magnolia Petroleum Company, et al	1/30/50	470	100	Deed
T-20459-B	The First Baptist Chruch of Sweeny	Magnolia Patroleum Company, et al	1/26/45	2	163	011 & Gas
- Т-20460-В	Emma Lee Bryan, et vir	Magnolia Patroleum Company, et al	12/21/44	1	133	e
T-20461-B	Beulah Andrus Emmerick	Magnolia Petroleum Company, et al	12/21/44	1	137	D
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EXHIBIT "A"

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		STATE OF	TENAS , COUNTY OF BRAZORIA				
	MOC LEASE NUMBER	LESSOR/GRANTOR	LESSEE/GRANTEE	Instrument Date	BOOK R	PAGE	TYPE OF RECORD
	T-20462-B	Mary Bergen, et vir	Magnolia Petroleum Company, et al	4/23/45	3	394	011 & Gas
	T-20463-B	Ira Bell	Magnolia Petroleum Company, et al	4/23/45	3	398	n
	T-20464-B	Lemie George, et ux	Magnolia Petroleum Company, et al	9/11/44	386	283	Deed
	<b>7-20465-B</b>	Mary Louise Doyle	Magnolia Petroleum Company, et al	9/21/44	392	515	и
	T-20465-B T-20466-B	Hrs. Grace S. Griffith	Magnolia Petroleum Company, et al	2/26/45	2	170	Oil & Gas
	₩-20467-B	Jone Duncan	Magnolia Petroleum Company, et al	9/25/44	392	518	Deed
3	7-20468-B	Hrs. Hollie A. Brockman	Magnolia Petroleum Company, et al	1/17/45	2	40	011 & Gas
-	e-20469-B	Virginia Todd, et vir	Magnolia Petroleum Company, et al	3/07/45	3	159	p
-	T-20470-B	W. B. Davis, et ux	Magnolia Petroleum Company, et al	3/07/45	3	58	
	T-20471-B	J. Gray Arrington, et ux	Magnolia Petroleum Company, et al	10/21/44	386	610	Deed
	T-20472-B	Leulie M. Arrington, et vir	Magnolia Petroleum Company, et al	10/21/44	386	614	p
	T-20474	George C. Davis	Harrison Oil Company, et al	4/17/40	331	259	"
	T-20475-B	D. L. Arrant, et ux	Magnolia Petroleum Company, et al	9/11/44	386	286	Ħ
	Т-20477-В	Levi Hankins	Magnolia Petroleum Company, et al	10/06/44	392	566	**
er iz	_T-20477-C	Lucy Baugh	Magnolia Petroleum Company, et al	1/08/45	3	172	Oil & Gas
	T-20478-B	The Methodist Church of Sweeny, Texas	Magnolia Patroleum Company, et al	1/16/45	3	66	**
-	T-20478-C	The Methodist Church of Sweeny, Texas	Magnolia Petroleum Company, et al	1/16/45	3	61	11
<b>E</b>	T-20479-B	E. J. O'Quinn, at ux	Magnolia Petroleum Company, et al	12/28/44	1	431	<b>și</b>
. ,	4.5	·					

	STATE OF	TEXAS COUNTY OF BRAZORI	<u> </u>			Page 10
NOC LEASE NUMBER	LESSOR/GRANTOR	LESSEE/GRANTEE	INSTRUMENT DATE	300K	RECORDED  PAGE	TYPE OF
T-20481-B T-20485-B	Leslie M. Arrington, et vir	Magnolia Petroleum Company, et al	10/21/44	386	618	Deed
~	George Baugh, et al	Magnolia Petroleum Company, et al	9 /27/44	392	569	11
T-20487-B	Clyde E. McKinney, et ux	Magnolia Petroleum Company, et al	11/11/44	ı	435	Oil & Ges
т-20490-в	Sweeny Home Demonstration Club The Mathedday Reduced & Co.	Magnolia Petroleum Company, et al	1/18/45	2	43	II .
T-20491-B	The Mathodist Episcopal Church of Sweeny Lucille Bell, at vir	Magnolía Petroleum Company, et al	10/01/44	392	573	Dead
#=4 #ET~20492~B	Ollie Parks, et vir	Magnolia Petroleum Company, et al	10/30/44	391	138	н
T-20493-B	Sweeny Independent School District	Magnolia Petroleum Company, et al	1/18/45	2	47	Oil & Gas
T-20494-B	Brazoria County State Bank of Angleton	Maguolia Petroleum Company, et al	12/02/41	4	434	**
T-20498-B	H. C. Fanthem	Magnolia Petroleum Company, et al	10/25/44	386	621	Deed
T-20500-B	Mrs. H. N. Orr	Magnolia Petroleum Company, et al	1/20/49	444	37 2	**
T-20501-B	Mrs. H. N. OFF	Magnolia Petroleum Company, et al	9/30/44	392	577	11
T-20505	E. F. Maador, et ux	Magnolia Petroleum Company, et al	9/30/44	392	580	17
T-20506-A	Augusta C. Wooding	Harrison Oil Company, et al	10/06/39	323	95	II
[©] Т-20506-в	Augusta C. Wooding	G. J. Lee	3/06/34	246	468	Ħ
T-20510-A	James Sloan, at al	R. D. MacDonald	12/02/38	314	11	II
7-20510-B	Vivian Huskamp	J. L. Poutra	9/28/34	258	507	10
T-20512-B	Buna Overton, et al	Harrison Oil Company, et al	6/07/38	305	445	••
		J. S. Abercrombie, et al	7/08/43	373	100	

T-20876-D

Lester Ray Sweeny

Reese P. Sweeny, et al

EXHIBIT "A"

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	STATE OF	TEXAS , COUNTY OF BRAZORI	<b>A</b>		Page	11
NOC LEASE NUMBER	LESSOR/GRANTOR	LESSEE/GRANTEE	INSTRUMENT		RECORDED	
T-20515-A	B. J. Richardson, et ux	<del></del>	DATE	BOOK	PAGE	TYPE OF RECORD
T-20515-B	Sunshine D. Ryman, et al	James E. Whitehead	4/10/37	288	468	Deed
T-20516	Arie D. Sweeny, et al	Harrison Oil Company, et al	4/06/40	328	363	n
T-20517		Harrison Oil Company, et al	4/30/40	3326344		ti
5 T-20518	F. W. Oudt, et ux	Harrison Oil Company, et al	5/08/40		546330	
T-20519-B	Arthur W. Wilson, et al	Harrison Oil Company, et al	5/20/40	332	238	"
T-20520	Arthur W. Wilson, et al	J. S. Abercrombie Company, et al	4/26/43	331	326	10
N.	Mrs. Lisette Hellman Crawford, et al	Tulane Gordon		371	80	77
F-20521	Clifford C. Paxton, et al	Herrison Oil Company, et al	5/11/40	332	504	"
T-20522-G	James W. Reynolds, et al	Magnolia Petroleum Company, et al	10/30/42	364	379	H
T-20524-C	Cora C. Warters, et al		11/27/46	21	95	Oil & Gae
T-20526	R. D. MacDonald	Magnolia Petroleum Company, et al	2/23/48	25	327	<b>1</b> †
T-20527-A	F. J. Reeves, et ux	Harrison Oil Company, et al	6/02/39	318	333	Deed
T-20527-B	P. J. Reeves, et ux	Harrison Oil Company, et al	12/24/41	358	16	11
T-20529-A	J. A. Wooley, et ux	Harrison Oil Company, et al	7/22/42	361	457	•
T-20530-B	H. D. Martin, et ux	Harrison Oil Company, et al	5/13/40	345	308	н
T-20876-B	Mrs. Montis Sweeny Eversole, et vir	Magnolia Petroleum Company, et al	9/15/44			re
T-20876-C	Lester Ray Spenny	Harrison Oil Company, at al	7/01/42	_		,

Harrison Oil Company, et al

Harrison Oil Company, et al

10/04/42

7/01/42

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STATE OF TEXAS COUNTY OF BRAZORIA

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	NUMBER_	LESSOR/GRANTOR	LESSEE/GRANTEE	INSTRUMENT DATE	BOOK	PAGE	TYPE OF RECORD
	T-20876-E	Guy H. Hatthews, et al	Harrison Oil Company, et al	7/01/42	368	141	Deed
	T-20876-¥	W. N. (Mash) Sweeny, et al	Harrison Oil Company, et al	7/01/42	368	135	u
~	T-20876-G	W. G. Stewart, et al	Harrison Oil Company, et al	6/30/42	368	128	
Ž	T-20876-H T-20876-I	Nrs. Lydia L. Turner, et al, Indv. & as Agent & Attorney-in-Fact	Harrison Oil Company, et al	7/01/42	368	122	н
Z	T-20876-I	Frank Sweeny, et al	Magnolia Petroleum Company, et :	6/14/47	19	345	011 & Gas
2	д=-22477-в	Bernard River Land Development Company	Magnolia Petroleum Company, et al	12/31/47	24	639	•
Į	T-22767	5. 4. Allhanda, at ux	Magnolia Petroleum Company	5/05/44	393	590	Dead
-	T-22768	Anna B. Whitesida, et al	Earl A. Brown	5/15/44	393	594	"
	<b>T</b> -22772	Wa. Arthur Baldwin, et ux	Robert Given	11/27/39	325	171	H
	T-22775	C. H. Maxwell	A. E. Chester	10/09/43	384	525	11
	T-22778	Richard McMoy	C. B. Wallace	10/20/43	383	351	11
	T-22781	Richard McHoy	C. B. Wallace	1/29/44	383	347	n
	T-22784	V. F. Trout	F. Wilcox	5/09/44	383	363	ri
	T-22768	C. A. Dodson	A. E. Chester	5/27/44	384	489	10
	T-22791	H. B. Vezey	E. A. Brown	5/06/44	383	273	11
•	T-22794-A	Anna A. Warner, et vir	E. L. Wilkerson	5/15/44	384	485	<b>+</b> •
	T-22794-B	Anna A. Werner, et vir	Magnolia Petroleum Company	3/25/48	25	637	Oil & Gas

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STATE OF TEXAS , COUNTY OF BRAZORIA

	NOC LEASE NUMBER	LESSOR/GRANTOR	LESSEE/GRANTEE	INSTRUMENT DATE	BOOK	RECORDED PAGE	TYPE OF
	T-22799 T-22805 T-22809-A T-22809-C T-22811 E-22812 E-22818-A T-22818-B T-22818-C T-22818-D T-22818-E T-22832-B	Mills Bennett  J. H. Jordan, et ux  Morris Stern  R. H. Landaryou, et ux  Mrs. Mary Bacon  Archie Talbert, et al  E. D. Cooper, et al  Henry F. Cooper  Benjamin F. Cooper  Sam Jones  Isiah S. A. Cooper, et al  R. C. McKinney, et ux  Prederick J. Johnston, et ux  Our Lady of Mercy Mission	LESSEE/GRANTEE  J. F. Harris  J. F. Harris  Ben D. Cannan  Ben D. Cannan  E. L. Wilkerson  E. L. Wilkerson  Ben D. Cannan  J. F. Harris  Ben D. Cannan  J. H. Byerly, Jr.  Magnolia Petroleum Company, et al  J. F. Harris  J. F. Harris  J. F. Harris	5/29/44 5/19/44 5/24/44 5/09/44 5/01/44 5/01/44 5/31/44 6/06/44 5/31/44 2/26/49 1/10/51 5/19/44 5/09/44	385 384 385 387 385 388 385 388 447 497 392	PAGE 159 517 167 334 95 99 143 214 147 407 122 15	TYPE OF RECORD  Deed  """  """  """  ""  ""  ""  ""  ""
:	r-22849- <u>a</u> r-22849- <u>n</u>	Bertha Blumenfeld, et vir  J. S. Montgomery  Josephine Stroman, et al  Lewis H. Follett, et al	Ben D. Cannan C. B. Wallace Clayton N. Smith Ben D. Cannan	11/09/44 5/12/44 6/07/44 6/04/45 6/15/44	1 388 383 6 389	319 131 163 24	Oil & Gas Deed " Oil & Gas Deed

EXHIBIT "A"

		s	TATE OF TEXAS COUNTY OF BRAZORIA				Page 14
	MOC LEASE NUMBER	LESSOR/GRANTOR				DD copps	_
	T-22859-B	Edward F. Anderson	LESSEE/GRANTEE	instrument date	RAOV	RECORDE	d Type of
	T-22872	J. V. Harrow	Ben D. Cannan	6/15/44	BOOK	PAGE	RECORD
٤	T-22874	Rudolf R. Uhrlaub, et al	Ben D. Cannen	6/22/44	385	367	Deed
2	T-22874		Ben D. Caonan	5/09/44	392	62	**
- G	₹ _ T-22893-x	Verna L. Volkel, et al	Ben D. Cannan		392	79	11
3 6	7-22393-Q	Inez Marshall, et al	Magnolia Petroleum Company	6/16/44	392	91	n
4	T-22893-R	Metilda Harvey Johnson	Magnolia Petroleum Company, et al	6/20/49	456	262	t1
5	•	Dorsey Thomas, et al	Magnolia Petroleum Company, et al	3/22/54	588	234	H
	T-22893-8	Melvin Eugene Thomas	Stanolind Oil and Gas Company, et al	3/22/54	589	431	t*
	T-22893-T	Adelaide Harvey	Stanolind Ott	12/30/54	614	58	tı
	T-22893-0	McClennon Phillip Harvey, Jr., e	Stanolind Oil and Gas Company, et al	12/30/54	614	312	
	T-22893-V	Matthew Harvey, Sr.	off and Gas Company, et al	12/30/54	619	237	e
	T-22893-W	M. C. Pantham, et al	Pan American Petroleum Corporation	2/04/58	707	386	11
	T-22964-A	Clarence C. Shute, et ux	Pan American Petroleum Corporation	2/04/58	707	384	0
	Т-22964-В	Agnes Gilman, et al	C. B. Wallace	5/18/44	387	610	11
	T-22964-C	J. F. Harris	Ben D. Cannan	6/15/44	385	374	14
	T-22964-D	Helen Smith Hostrasser	Ben D. Cannan	5/09/44	392	72	14
•	T-22964- <u>R</u>	H. H. Sherpe, Guardian	Ben D. Cannan	5/09/44	388	209	н
. !	T-22970-A	H. P. Harvey, et ux	Magnolia Petroleum Company, et al	10/05/48	30		
		77 - WE	Ben D. Cannan	7/27/44	385		Oil & Gas
				· - · · · · · ·	202	455 j	Deed

STATE OF TEXAS , COUNTY OF BRAZORIA

	HOC LEASE			INSTRUMENT	ı	ECORDED	TYPE OF
		LESSOR/GRANTOR	LESSEE/GRANTEE	DATE	BOOK	PACE	RECORD
	T-22970-B	A. Waynan Harvey, Sr., et al	Ben D. Cannan	7/27/44	387	614	Deed
	T-22970-C	Gelestine H. Scott, et al	Ben B. Cannan	7/27/44	385	459	**
	T-22970-D	Robert Harvey, et ux	Ben D. Cannen	7/27/44	392	425	10
•	T-22970-E	Matthew Harvey, Jr., et ux	Ben D. Cannan	7/27/44	392	429	••
8	T-22970~F	P. R. Rutherford, et el	Magnolia Petroleum Company, et al	9/22/44	393	557	R
	<b>T-</b> 22970-G	I. Mark Weatheimer, et al	Magnolia Petroleum Company, et al	9/26/44	393	613	el
7	<b>1</b> -22970-1	W. Blair Scott	M. C. Fantham	9/15/44	393	617	44
*	<b>12</b> -22970~1	Virginia Barvey Hyssw, et vir	Ben D. Cannan	7/27/44	385	620	<b>P</b> I
3	T-22970~5	Mrs. Carrie Thornton, et al	Magnolia Petroleum Company, at al	10/09/44	393	608	11
	T-22970-K	Matilda Farvey Johnson, at vir	E. A. Brown	7/27/44	1	331	011 & Gas
	T-22970~L	John C. Myers	Magnolia Petroleum Company	10/10/47	22	361	19
	T-22970-M	H. C. Fanthem	Magnolia Petroleum Company, et al	3/18/49	447	411	Deed
	T-22970-M	Dorsey Thomas, et al	Magnolia Petroleum Company, et al	5/13/49	452	118	•
	T-22970-0	Lucius A. Davis	Magnolia Petroleum Company, et al	5/13/49	453	417	11
b	T-22970-P	Matthew Harvey, Sr., er ux	Magnolia Petroleum Company, et al	6/20/49	454	382	If
	T-22970-Q	Inez Marshall, et al	Magnolia Petroleum Company, et al	5/13/49	456	264	14
¦.	T-22970-R	Holvin Eugene Thomas	Magnolia Petroleum Company, et al	12/27/49	468	613	n
	T-23077	Oscar E. Hans	Magnolia Petroleum Company	9/11/44	389	264	n

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		STA	ATE OF	7.4		1	Page 16
	NOC LEASE NUMBER	LESSOR/GRANTOR				RECORDE	t <b>n</b>
	T-23107	Selma Donovan, et vir	LESSEE/GRANTEE	Instrument Date	BOOK	PAGE	TYPE OF
	T-23108	Frank T. Orr, et ux	Magnolia Petroleum Company, et al	9/01/44	386	293	RECORD
	T-23109	D. E. Mitchell, Jr.	Magnolia Petroleum Company, et al	8/30/44	386	317	Peed "
	<b>1</b> −23110	H. C. Fanthan	Magnolia Petroleum Company, et al	8/31/44	386	290	II.
3	23165	A. B. Hobbs, et ux	Magnolia Petrolaum Company, et al	9/05/44	386	310	41
DEED	-23260	Margaret Darden, et vir	Magnolia Petroleum Company, et al	8/31/44	386	313	**
3	23261	P. S. Orr, et ux	Magnolia Petroleum Company, et al	8/30/44	392	583	16
	23311	Jenuie M. Bloom, et al	Magnolia Petroleum Company, et al	8/31/44	392	587	н
	\$-23313-A	L. B. Billingely	Ben D. Cannen	8/21/44	393	33	ш
	T-23313-B	George P. Billingaly	Ben D. Cannan	8/30/44	393	13	H
1	T-23313-C	Rose Bracker, et al	Ben D. Cennan	8/30/44	1	327	Oil & Gas
1	T-23380	Ellen Berry Nordlinger, et al	Ben D. Cannan	8/30/44	1	322	n
1	r-23411	J. H. Pawkett, et ux	Ben D. Cannen	11/01/44	393	632	Deed
	T-23412	Edward Aaron	Magnolia Petroleum Company, et al J. T. Shelby	9/28/44	391	142	•1
1	r-23457	Rose Brown Noack	•	5/04/40	328	558	17
7	-23506	Mrs. Willie B. Temple	Magnolia Petroleum Company	9/30/44	393	636	•
Ŧ	-23507	Harry Brown, et uz	Magnolia Petroleum Company, et al	8/31/44	393	346	11
. T.	-23508-A	Hary Alice Frazier	Magnolia Patroleum Company, et al	11/12/44	393	350	•
,			Magnolia Petroleum Company, et al	10/31/44	393	358	<b>H</b>

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EXHIBIT "A"

STATE OF TEXAS, COUNTY OF BRAZORIA

	MOC LEASE	LESSOR/GRANTOR	LESSEE/GRANTEE	INSTRUMENT DATE	BOOK	PACE	TYPE OF RECORD
	NUMBER	ESSOR) GRANT OF	Company at al	11/02/44	393	354	Deed
	T-23508-B	G. E. Frazier, et al	Magnolia Petroleum Company, et al Magnolia Petroleum Company, et al	11/20/44	393	361	11
	T_23509	E. R. Claver, et ux	Magnolia Petroleum Company, et al	11/04/44	393	365	11
· 153	T-23510	L. E. Hughes, et ux	Magnolia Patroleum Company, et al	11/07/44	393	368	11
4	<del>2</del> −23511	Mrs. h. N. Orr	Magnolia Petroleum Company, et al	12/22/44	1	144	011 & Ges
	<b>2-23</b> 633	Mrs. Willie B. Temple	Magnolia Petroleum Company, et al	12/22/44	1	140	
	-23634	Mrs. Bertha C. Eades	J. L. Poutra	7/26/35	272	328	Deed
	2-23642 E	J. Osborne Evans, et ux	Shell Oil Company	2/26/41	342	599	n
	T-23643-A	Peter Studer, Agent & Attorney-in-Fact Peter Studer, Agent & Attorney-in-Fact	Shell Oil Company	9/13/40	335	474	U
	T-23643-B		Shell Gil Company	2/22/44	363	43 113	11
	T-23643-C	Robert LeRoy Studer  Iva Leona Studer	Shell Oil Company	7/24/42	363	599	<b>,,</b>
	T-23643-D	Peter Studer, Agent & Attorney-in-Fact	Shell Oil Company	9/30/40	337 336	143	и
	T-23643-E T-23643-F	Peter Studer, Indv. & Attorney-in-Fact	Shell Cil Company	7/15/40	330 7	149	Oil & Gas
		Eula L. Mitchell	Magnolia Petroleum Company, et al	8/24/45	8	205	11
Garage	1-23645-B	J. W. Roberts, et ux	Hagnolia Petroleum Company, et al	8/01/45	6	100	••
•	m_2446r_m	J. W. Roberts, at ux	Magnolia Petroleum Company, et al	8/01/45	274	198 187	, Deed
. •	- 20116	Clude McKinney, et al	E. L. Lester	1/04/36	• • • • • • • • • • • • • • • • • • • •		

Clyde McKinney, et al

EXHIBIT "A"

		STATE OF TEXAS COUNTY OF BRAZORIA	<u> </u>		Pe	lge 18
MOC LEASE NUMBER	LESSOR/GRANTOR	Lessee/grantee	Instrument 		RECORDER	TYPE OF
T-23647-B	Anna B. Whiteside, et al	Mannal & Bassal	DATE	BOOK	PAGE	RECORD
T-23649	Jeannette Smith, et al	Magnolia Petroleum Company	11/07/45	9	106	011 & Gas
T-23650-B		Shell Oil Company	1/25/41	343	325	Deed
	Broaddus Honeycutt	Magnolia Petroleum Company, et al	7/28/47			
T-23650-C	Oro Oil Company	Magnolia Petroleum Company, et al		21	391	Oil & Gas
ET-23651-A	Francis E. Rice		7/28/47	21	623	**
7-23651-в	Mrs. Mollie Brockman	J. L. Poutra	7/20/35	272	331	Deed
T-23651-C		R. D. MacDonald	12/14/35	274	195	f1
	Victor R. Eades, et al	James W. Reynolds	12/14/35	274		11
₹T-23651-D	G. C. Chipp, at ux	James W. Reynolds			267	•
T-23651-R	Mrs. Bertha C. Eades	J. W. Reynolds	12/17/35	275	180	**
T-23651-F	Maggie H. Templeton	·	12/14/35	271	574	*1
T-23651-G		J. L. Poutra	1/08/36	271	604	11
T-23741	J. S. Montgomery, et al	J. L. Poutra	1/24/36	282	246	н
,	Casey J. Wallace, et ux	Magnolia Petroleum Company, et al	11/10/44			
T-23742	N. V. Watkins, et ux	Magnolia Petroleum Company, et al		1	442	011 & Gas
T-23743	J. V. Brown, at ux		11/01/44	1	446	Ħ
T-23744	J. V. Brown, et al	Magnolia Petroleum Company, et al	12/22/44	1	439	e
T-23745		Magnolia Petroleum Company, et al	12/22/44	1	449	**
	Mrs. Eliza Bailey	Magnolia Petroleum Company, et al	12/30/44	1		10
T-23746	Jos Gardner, et al	Magnolia Petroleum Company, et al	-	•	453	
T-23841	Louise Kinney		11/09/44	1,	457	**
-		Magnolia Petroleum Company, et al	1/04/45	2	54	11

STATE OF TEXAS COUNTY OF BRAZORIA

	HOC LEASE NUMBER	LESSOR/GRANTOR	LESSEE/GRANTEE	INSTRUMENT		RECORDED	TYPE OF
	T-23642	Mrs. Ella Kates	Magnolia Petroleum Company, et al	DATE	BOOK	PACE	RECORD
	T-23843	Mary H. Warters, et vir		1/10/45	2	50	011 & Gas
	T-23844		Magnolur Petroleum Company, et al	1/18/45	2	57	11
		Mrs. L. M. Brose, et vir	Magnolia Patroleum Company, et al	1/15/45	2	60	11
¥	3 T-23845 T-23909	Mrs. Bertha Redding	Magnolia Petroleum Company, et al	1/09/45	2		
4	<b>5 1</b> -23909 발	H. C. Thomas	Magnolia Petroleum Company, et al	1/03/45		64	11
8_	달 <b>1-2</b> 3910	Mrs. Grace S. Griffith	Magnolia Petroleum Company, et al		2	173	"
	7-23913	Stafford Jackson, at ux	Magnolia Petroleum Company, et al	2/26/45	2	167	ti .
	24096	E. F. Meador, et ux		12/26/44	2	177	U
	₹ ∓-24097	Chas. E. Ballard, et ux	Magnolia Petroleum Company, et al	3/12/45	3	74	II .
	T-24119		Magnolia Petroleum Company, et al	2/26/45	3	54	*
	T-24120	Wm. Campbell, et ux	J. A. Hafner, Jr.	12/07/33	244	460	Deed
	<del></del>	J. A. Elkins, Indv. & Trustee	Sun Oil Company	1/14/39	316		n beed
	T-24168-B	A. K. Warters, at ux	Magnolia Petroleum Company, et al	2/16/48		302	
	T-24264	M. T. Collier, et ux	Magnolia Petroleum Company, et al	•	25	147	Oil & Gas
	T-24266	Aubrey W. Chenault		2/03/45	3	175	11
	T-24334	The Steinberg-Mass Co., Inc.	Magnolia Petroleum Company, et al	2/17/45	3	181	et .
	T-24370	Morris Stern	Magnolia Petroleum Company, et al	1/22/45	2	565	ar .
•	Т-24370-В		M. C. Fantham	5/01/45	4	34	Te .
		R. D. MacDonald, Jr.	Magnolia Petroleum Company, et al	5/10/45	5		10
	T-24371	H. B. Vezey	Magnolia Petroleum Company, et al	4/23/45	3		··

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EXHIBIT "A"

STATE OF TEXAS , COUNTY OF BRAZORIA

	MOC LEASE NUMBER	LESSOR/GRANTOR		Instrument		RECORDED	
	<del></del>		LESSEE/GRANTEE	DATE	BOOK	PACE	TYPE OF RECORD
	T-24371-B	H. B. Vezey	George F. Belt	9/27/40	334	440	Deed
	T-24736	Floyd F. Mesdors, at ux	Magnolia Petroleum Company, et al	- 1			
	T-24737	E. F. Meador, et al		5/16/45	3	631	011 & Gas
	T-24750	J. B. Jordan, et ux	Magnolia Petroleum Company, et al	3/07/45	3	635	a
	_ <b>T</b> _74780		Magnolia Petroleum Company, et al	2/12/45	4	380	н
8	B ^{T-24789}	V. L. Chambliss, et ux	Magnolia Petroleum Company, et al	7/06/45	,		
_	₩.	Burt Beal, et al	Magnolia Petroleum Company, et al		4	<b>5</b> 51	н
8	E ₇₋₂₄₈₅₇	Mrs. Katie Carr, et al		10/31/44	393	372	Deed
DEED	<b>2</b> r−24858	D. A. Bledsoe, et ux	Magnolia Patroleum Company, et al	3/15/45	5	583	Oil & Gas
	E-24944		Magnolia Petroleum Company, et al	6/15/45	5	580	11
	\$	Volney F. Love, et ux	Magnolia Petroleum Company, et al	8/22/45	7	153	11
	T-24971	Lewis H. Follett, et al	Magnolía Petroleum Company, et al	4/17/4E	•		
	T-25092	Clarite Smith, et vir		4/17/45	6	610	Ħ
	T-25093	J. R. Smith	Magnolia Petroleum Company, et al	10/17/45	8	247	H
	T-25094		Magnolia Petroleum Company, et al	10/30/45	8	243	••
		J. R. Smith, et ux	Magnolia Petroleum Company, et al	10/29/45	8	250	ų.
	T-25125	Ella M. Corbett	Wm. C. Corbett, Jr.	11/01/45	•		
	T-25209	A. H. Smith, et al	Magnolia Petroleum Company, et al		8	437	
	T-25210	Elizabeth Nowls Riggs, et vir		12/12/45	9	94	•
•	T-25211	Gladys Parker, et al	Magnolia Petroleum Company, et al	12/17/45	9	90	h
	T-25213		Magnolia Petroleum Company, et al	11/17/45	9	82	1+
•		D. L. Burns, et ux	A. T. Jones	11/27/45	8	571	ti
					•	3/1	

	MOC LEASE NUMBER T-25302	LESSOR/GRANTOR	LESSEE/GRANTEE	instrument date	Воок	RECORDED PAGE	TYPE OF RECORD
	T-25303	J. L. Allhands, et ux	Magnolia Petroleum Company, et al	1/31/46	9	350	011 & Gas
	T-25304	Alta Valma Davis Dozier, et al	Magnolia Petroleum Company, et al	1/31/46	9	354	
	-	Vila Briley, et al Edward Scobey Beachboard	Magnolia Petroleum Company, et al	2/04/46	9	35 <del>9</del>	n
	E -25397	A. A. Helwig, et ux	Magnolia Petroleum Company, et al	2/19/46	9	597	ę.
	—F-25479	Mabel F. Roberts	Murray Fantham	3/01/46	10	118	и
占	<del>(1)</del> -25523	Mrs. Cora Orr, et al	Magnolia Petroleum Company, et al	11/30/45	11	13	n
ľ	<b>₹-25524-8</b>	J. S. McKinney, et ux	Magnolia Petroleum Company, et al	4/01/46	11	57	If
	· T-25544	Jim Orr, et al	R. W. Davis, Jr.	4/20/46	11	50	14
	T-25907	Guy A. Thompson, Trustee	Magnolia Petroleum Company, et al	12/03/45	10	550	tt
	T-25914	G. A. Gamble, et al	Magnolia Petroleum Company, et al	7/15/46	12	541	**
	T-25915	Kirby S. White	Fidelity Oil & Royalty Company	11/06/40	339	398	Deed
	T-25926	B. L. Simmers, et ux	Fidelity Oil & Royalty Company	11/16/40	339	401	n .
	T-25936	J. W. Reynolds	Magnolia Petroleum Company, et al	8/12/46	11	498	011 & Gas
	T-26237	Hattie M. Davis, et vir	Magnolia Petroleum Company, et al	8/20/46	13	7	u
	T-26238	H. Scudder	National Standard Oil Corporation  J. W. Dendy	2/19/45	2	211	11
	1 T-26327	Mrs. Etta A. Brockman, et vir	Magnolia Petroleum Company, et al	12/22/45	15	521	*1
	-			3/03/47	18	444	**

STATE OF ______ FEXAS _____, COUNTY OF ____ BRAZORIA

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	NUMBER	LESSOR/GRANTOR	LESSEE/GRANTEE	Instrument		RE CORDE	
	T-26381-A	Willella W. Smith, et al	<del></del>	DATE	BOOK	PAGE	TYPE OF RECORD
	T-26381-B	Leslie H. Arrington, et vir	Magnolia Petroleum Company, et al	3/13/47	17	300	Oil & Gas
	T-26407-A	Leon J. Jordan, et al	Magnolia Petroleum Company, et al	8/25/48	29	368	4 CT G CT
8	Y-26407-B	Elvira Jordan Williams, et al	Ben D. Cannan	5/31/44	385	218	Deed
(	7-26407-C	Ardalia Jordan Rainey, et vir	Ben D. Cannan	5/31/44	385	192	11
•	. T-26407n	L. C. Jordan	Ben D. Cannan	5/31/44	385	179	H
-	T-26407-E	Lezoy Jordan	Ben D. Cannan	5/31/44	387	361	**
	₹ 7-26407-F	Glenn Jorden	Ben D. Connan	5/31/44	387	353	п
,	T-26407-G	Marcellus Jordan	Ben D. Cannan	5/31/44	387	307	11
	T-26407-H	Leon Jordan, Guardian	Ben D. Cannan	6/20/44	385	175	17
	T-26419- <u>A</u>	Peter Crain, et al	Ben D. Cannan	8/30/44	385	612	<b>31</b>
	T-26419-B	Peter Crain, et ux	Magnolia Petroleum Company, et al	5/05/47	19	74	011 & Gag
	T-26419C	Reuben S. Cotton	Magnolia Petroleum Company, et al	6/30/47	20	101	11
	T-26413-D	Peter Crain, et ux	Magnolia Petroleum Company, et al	8/02/49	459	531	Dead
	T-26475	John E. Arrington, et ux	Magnolis Petroleum Company, et al	2/10/51	498	219	н
	T-26476	Lucile Scott Bruce, et al	H. C. Pantham	6/11/47	20	237	Oil & Ces
	T-26499	Frances A. VerMehran	M. C. Fanthan	6/06/47	20	239	n
•	T-26534-A	The Federal Land Bank of Houston	Ben D. Cannan	5/24/47	21	93	11
			Magnolia Petroleum Company, et al	7/30/47	21	393	14

STATE OF TEXAS COUNTY OF BRAZORIA

MOC LEASE			INSTRUMENT		RECORDED	
NUMBER	LESSOR/GRANTOR	LESSEE/GRANTEE	DATE	BOOK	PAGE	TYPE OF RECORD
T-26534-B	C. T. Miller, et al	Clayton N. Smith	6/10/47	24	499	011 & Gas
T-26642-A	Henry Armstead, Indv. & Agent & AIF	Magnolia Petroleum Company, et al	10/21/47	22	494	"
T-26642~B	Henry Armsteed, Agent & AIF	Magnolia Petroleum Company, et al	2/18/48	25	460	9
T-26642-C	Britton Armstead, Jr.	Magnolis Petroleum Company, et al	11/01/49	467	206	
T-26642-D	Eugene Times, et al	Magnolia Petroleum Company, et al	6/30/50	481		Deed "
7-26642-E	Willie Fern Barnes	Magnolia Petroleum Company, et al	11/20/50	492	33	**
T-26642-F	Jessie Fowler, at vir	Magnolia Petroleum Company, et al	11/25/50		80	
T-26642-G	Luella Tunsel Terrell, et vir	Magnolia Petroleum Company, et al	2/14/51	492	394	#
Т-26642-Н	The Dow Chemical Company	Magnolia Petroleum Company, et al		503	302	11
T-26712	Della Woolsey, et al	Magnolia Petrolaum Company, et al	6/19/51	512	589	11
T-26728	John W. Parten		6/15/47	22	621	Oil & Gas
T-26731		The Sparts 011 Company	4/27/44	378	540	Deed
	W. R. Jones, et ux	The Sparta Oil Company	3/20/44	378	545	H
T-26732- <u>A</u>	J. D. Kuhn, et ux	Relph Walton	4/03/44	378	524	19
T-26732-B	Nora Kubn	Magnolia Petroleum Company, et al	4/28/48	27	87	011 & Gas
T-26734	C. H. Keen, et ux	The Sparta Oil Company	3/28/44	378	553	Deed
T-26735	Paney Billingsly Gilmo , et vir	The Sparta Oil Company	4/05/44	378		II.
T-26736	Frank H. Billingely, at ux	The Sparta Oil Company			537	
T-26737	Idella H. Burne, et vir	• •	4/10/44	2	300	011 & Gae
		The Sparta Oil Company	4/20/44	378	556	Deed

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T-26910-A

T-26910-B

T-27040-B

T-27333

.T-27352

T-27445

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T-27521

T-27642-A

T-27642-B

T-27642-C

T-27642-D

T-27844-A

T-27844-B

T-27844-C

T-27993

T-28047

T-27041

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LESSOR/GRANTOR

R. A. Newe

M. C. Pantham

M. C. Pantham

M. C. Fantham

M. C. Fantham

F. B. Alman, et al

F. C. Utt. et ux

Miss Louise Kinney

Guy A. Thompson, Trustee

Haskell A. Moore, et ux

George H. Herper, et ux

Ernesto Rodriguez, et ux

Joe A. Lingo, Sr., et ux

Elmer L. Slay, et ux

Elizabeth Nowls Riggs, et vir

The Peerless Carbon Black Company

Grace May Lueder Vincent, et vir

Lewis H. Follett, et al, Agent & ATF

EXHIBIT "A"

STATE OF TEXAS , COUNTY OF BRAZORIA

RECORDED INSTRUMENT TYPE OF LESSEE/GRANTEE DATE BOOK PAGE RECORD 1/22/48 M. C. Fantham 24 554 011 & Gas Magnolia Petroleum Company, et al 1/01/52 525 539 Deed Magnelia Petroleum Company, et al 10/28/52 549 167 Magnolia Petroleum Company, et al 1/06/48 25 421 Oil & Gas Magnolia Petroleum Company, et al 6/23/48 28 172 7/08/48 28 299 Magnolia Petroleum Company, et al Magnolia Petroleum Company, et al 6/05/48 29 258 Magnolia Petroleum Company, et al 8/19/48 29 325 9/15/48 29 557 Magnolia Petroleum Company, et al 11/05/48 30 611 Magnolis Petroleum Company, et al 439 Deed Magnolia Petroleum Company, et al 1/11/49 443 446 425 2/24/49 Magnolia Petroleum Company, et al 4/12/54 589 573 Magnolia Petroleum Company, et al 87 Dil & Gas 3/24/45 Ben D. Cannan 392 441 Deed 8/24/44 Ben D. Cannan 29 9/01/44 393 Ben D. Cannan 158 4/22/49 450 Magnolia Petroleum Company, et al 452 572 Magnolia Petroleum Company, et al 2/15/49

STATE OF __, COUNTY OF

	SKALOFIA							
	NOC LEASE NUMBER	LESSOR/GRANTOR	1E8SKE/GBANTEE	Instrument		RECORDED		
	T-28050	Gabriella Norris Chambers, et vir		DATE	BOOK	PAGE	TYPE OF RECORD	
	T-28158	E. F. Meador, et ux	Magnolia Petroleum Company, et al	1/20/49	452	570	Deed	
	T-28159	Mrs. Minnie Orr Wittge, et vir	Magnolia Petroleum Company, et al	8/16/49	458	50	n besd	
_	-28302-A	E. Grimes, Jr., et al	Magnolia Petroleum Company, et al	8/18/49	458	52	**	
2	<b>21-</b> 28302-B	Bādie Grimes	Magnolia Petroleum Company, et al	8/01/49	464	351	ti .	
<b></b>	28437 1-28437	Addie Batemen	Magnolia Patroleum Company, et al	8/01/49	464	353	"	
EED I	2-28583	Floyd P. Meadors, et ux	Magnolia Patroleum Company, et al	11/05/49	466	373		
4	T-28584	C. T. Sheffield, et al	Magnolia Petroieum Company, et al	12/22/49	468	615		
- 1	T-28759	Ruby Les Ward Petris, at vir	Magnolia Petroleum Company, et al	1/19/50	469	359	n	
	T-29365	Ed C. Issac, Jr.	Magnolia Petroleum Company, et al	3/07/50	472		11	
	T-29404-A		Magnolia Petroleum Company, et al	8/01/50	405	354	17 le	
	T-29404-B	J. Gray Arrington, Jr., et ux  Jeannetta K. Bennett	Magnolia Petroleum Company, et al	9/15/50	487	141		
	T-29405		Magnolia Petroleum Company, et al	9/15/50	491	219	n	
	T-29469	Mrs. Vicie Davis Bible, et vir	Magnolia Petroleum Company, et al	9/27/50	487	476		
٠	T-29470-A	Andrew Cleon, Administrator  Jos Waddy, et al	Magnolia Petroleum Company, et al	9/15/50	490	539		
• '.	T-29470-B	Catherine Baugh	Magnolia Petroleum Company, et al	1/20/50	490	252		
• •	T-29566		Magnolia Petroleum Company, et al	1/22/54	583	307		
. ,	T-29611	Mrs. Ellen Gandy Michols, et al	Magnoliu Petroleum Company, et al	12/01/50		484		
		Ruby Wilkins Crosby, et vir	Magnolia Petroleum Company, et al	1/12/51	493			
				-,, J4	495	428	4	

		STATE OF	TEXAS , COUNTY OF BRAZORIA				
			-	717 Mile VII 10 Mile VIII		RECORDED	****
	MOC LEASE NUMBER	LESSOR/GRANTOR	LESSEE/GRANTEE	Instrument Date	BOOK	PACE	TYPE OF RECORD
	T-29700	Minnie Rimmer	Magnolia Petroleum Company, et al	3/07/51	500	56	Deed
	T-29729	Catherine R. Bannister, et al	Magnolia Petroleum Company, et al	2/15/51	502	89	H
5	T-30179	T. M. Smith	Donald Frankël; Et al	10/01/49			
	글 달 <b>7-</b> 30180	T. L. Smith, Jr.	Donald Frankel, et al	10/01/49			
DEED	T-31237	L. A. Kucera	Magnolia Petroleum Company, et al	2/11/53	555	23	It
5	T-31535-A	Leon Finley, et ux	J. T. Mackey	5/19/53	569	474	44
-	₹1-31535-B	Charlie Finley, et al	J. T. Mackey	5/19/53	569	477	íı
	T-31535-C	J. A. Virgel, et ux	J. T. Mackey	6/01/53	569	481	11
	T-31535-D	Mrs. Ada Finley	J. T. Mackey	5/29/53	569	484	11
	T-31535-B	Annie Finley Cole	J. T. Mackey	5/30/53	569	486	14
	T-31548-A	The City National Bank of Houston, Tr.	Magnolis Petroleum Company, et al	5/08/53	566	404	**
	T-31548-B	M. C. Fantham, et al	Magnolia Petroleum Company, et al	5/08/53	566	406	11
	T-31548-C	Moline National Bank of Moline, IN1.	Magnolia Petroleua Company, et sl	5/08/53	566	406	ŧI
	T-31730	G. D. Prewitt	Magnolia Petroleum Company, et al	9/18/53	572	332	н
	T-32140	Hiram Jordan, et al	Magnolia Petroleum Company, et al	3/22/54	588	232	D
	1-32524	Mabel Roberts Powell, et wir	Magnolia Petroleum Company, et al	8/31/54	605	499	n
•	T-32585	Will Lemon, et ux	Magnolia Petroleum Company, et al	3/22/54	594	22	117
•	T-32631	T. H. Smith	Magnolia Petroleum Company, et al	8/30/54	610	188	**

STATE OF TEXAS COUNTY OF BRAZORIA

	WAS 1-157			THE COURT IN COURT		RECORDED	
	NOC LEASE NUMBER	LESSON/GRANTOR	LESSEE/CRANTEE	INSTRUMENT DATE	BOOK	PAGE	TYPE OF RECORD
	T-32636-A	G. F. Reynolds, Indv. & AIF	G. F. Reynolds, Indv. & AIF	11/27/54	610	429	Dead
5	2-33182-A	Mattie A. Gray	Stanolind Oil and Gas Company	7/05/55	630	410	,,
. <b>'</b>	₩-33182-B	Samuel J. Lee	Stanolind Oil and Gas Company	7/05/15	627	576	17
֝֟֝֟֝֟֝֟֝֟֝֟֝֟֝֟֝֟֝֟֟֝֟֟֜֟֟֟֟	-33183	Nevs Inez Meredith, et al	Stanolind Oil and Gas Company	7/08/55	628	217	12
<b>3</b> 5.,	-33184-A	R. E. Landeryou	Stanolind Oil and Gas Company	6/30/55	629	350	10
	<b>5-33186</b>	Roderick Le Bron	Stanolind Oil and Gas Company	6/30/55	632	377	
	T-34246-A	Mary Lee Morgan Roberts, et al	Magnolia Petroleum Company, et al	3/22/54	682	110	19
	T-34246-B	Hamp Horgan, Jr.	Pan American Petroleum Corporation, et al	4/24/57	686	290	
	T-34246-C	Douglas Lee Morgan	Pan American Patroleum Corporation, et al	4/24/57	689	77	17
	T-34247-A	Hary Lee Morgan Roberts, et al	Magnolia Petroleum Company, et al	3/22/54	682	104	10
	T-34247-B	Hamp Morgan, Jr.	Pan American Petroleum Corporation, et al	4/24/57	686	292	19
	T-34247-C	Douglas Lee Morgan	Pan American Petroleum Corporation, at al	4/24/57	689	75	
	T-34453	Lorene Warters Patton, et al	Pan American Petroleum Corporation, et al	8/07/57	693	225	••
	T-35100	Calvin M. Cooper, et al	Pan American Petroleum Corporation	2/26/58	710	286	10
	<b>7-</b> 35101	George Baugh, Jr., et ux	Campbell Kilpatrick	1/15/58	705	604	••
÷	T-35102	E. H. Jordan, et ux	Campbell Kilpatrick	1/16/58	705	598	**
<u>.</u>	T-36396	Salma Jean Wilkins Blair, et al	Pan American Petroleum Corporation	8/08/60	777	123	<b>41</b>
	* T-36397	T. L. Smith, Jr., at al	Pan American Petroleum Corporation	6/17/60	771	543	•

		STATE OF	TEXAS COUNTY OF BRAZORIA				
	MOC LEASE			IN STRUMENT		RECORDED	
	NIMBER	LESSOR/GRANTOR	LESSEE/GRANTEE	DATE	BOOK	PAGE	TYPE OF RECORD
	T-40345	Rose A. Clark, at al	Rowan 011 Company	5/20/50	481	529	Daed
	T-40346	Leland S. Dosbaugh	Texas Eastern Transmission Co., et al	11/07/57	701	136	ħ
	T-40352	J. G. Miller, et ux	Texas Eastern Transmission Co.	3/01/60	763	571	•
T E	T-40354-A	A. H. Rowan, et al	Rowan Oil Company	4/24/56	661	514	н .
4	글 달T-40354-B	A. H. Rowan, et al	Rowan Oil Company	4/24/56			
-		A. L. Laduer, et al	Rowan Oil Company	4/24/56	661	509	н .
	77 -40354-D	Mozelle Dyer Guinn, Temporary Admx.	Rowan Oil Company	9/28/57	703	142	
	<b>₹7-4</b> 0361-A	J. M. Flaitz, et al	Jack O. Elliott	6/13/60	771	528	
	T-40361-B	Walker F. Johnston	Texas Eastern Transmission Co.	2/27/61	788	192	н
	T-40361-C	Leopold L. Meyer, et al	Texas Eastern Transmission Co.	2/27/61	788	415	w
	T-40361-D	Mabel K. Caldwell	Texas Eastern Transmission Co.	3/01/61	789	299	Ħ
	T-40361-E	Maude Benson Wood, et vir	Jack O. Elliott	4/13/61	792	198	H
	T-40361-F	Flora Neal Leech	Jack O. Elliott	3/31/61	794	12	н
	T-40652-A	James Harold Blackwell, et al	Nobil 011 Corporation	4/18/68	1002	413	11
٠.	T-40652-B	Aaron Rashti, et al	Mobil 011 Corporation	3/12/71	1083	64	••
	T-41065	Cecile W. Williams	Mobil Oil Corporation	10/08/69	1048	673	••
•	T-41065-G	Mary E. Williamson Ogburn, et vir	Mobil Oil Corporation	11/03/70	1072	823	14

STATE OF TEXAS COUNTY OF BRAZORIA

	MGC LEASE			INSTRUMENT		RE CORDED	TYPE OF
	NUMBER	LESSOR/GRANTOR	LESSKE/GRANTEE	DATE	BOOK	PAGE	RECORD
	T-43013	Texas Commerce Bank N.A., Ind. Exec., et al	Amoco Production Company	6/09/78	1404	643	Deed
	T-43014	Texas Commerce Bank N.A., Ind. Exec., et al	Amoco Production Company	6/09/78	1404	548	••
	<b>T-43015</b>	Rebecca E. Reynor	Amoco Production Company	7/05/78	1412	620	•
	1-43016	Bank of Brazoria	Amoco Production Company	7/07/78	1412	623	<b>H</b>
	2-43017	James Curtis Winscott	Amoco Production Company	7/19/78	1412	625	u
3.1	<b>2-43018</b>	Beatrice F. Parten	Amoco Production Company	7/21/78	1412	628	
grai II.	43019	Geraldine M. Truman Vineyard, et vir	Amoco Production Company	7/25/78	1412	630	**
	43020	Ralph Allen Kelberlau, et al	Amoco Production Company	7/26/78	1412	632	11
	T-43021-A	Mary Elizabeth Hawkins, Indv. & Indp. Exex, et al	Amoco Production Company	8/07/78	1418	340	ь
	T-43021-B	Frank Harris	Amoco Production Company	8/07/78	1418	345	
	T-43022-▲	Halen Jones, et al	Amoco Production Company	8/14/78	1418	338	11
	T-43022-B	Millard Finley, et un	Amoco Production Company	9/05/78	1433	561	**
	T-20819	Catherine Holland Bannister, et al	J. S. Abercrombie Company, et al	1/09/43	367	13	16

STATE OF TEXAS COUNTY OF BRAZORIA

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	MOC LEASE			INSTRUMENT	•	E CORDED	-
	NUMBER	LESSOR/GRANTOR	LESSEE/GRANTEE	DATE	BOOK	PAGE	TYPE OF RECORD
	Several	Vacuum Oil Company	Magnolia Petroleum Company	12/31/31	232	137	Deed
	T-20230	J. J. Dodson	Magnolia Petroleum Company	2/17/19			
	Several	Harrison Oil Company	Magnolia Petroleum Company	12/31/42	364	487	**
4	r-20373-C	J. R. Smith, et al	Magnolia Petroleum Company, et al	12/04/44	394	214	
Č	2 姓-20373-D	Atlatl Royalty Corporation	Magnolia Petroleum Company, et al	8/16/45	399	123	71
-	-	Orrin H. Bonney	Magnolia Petroleum Company, et al	2/04/46	403	99	<b>i</b> t
3	F-20373-E 2 1-20373-F	Martha Harris Grovey, at al	Magnolia Petroleum Company, et al	2/04/46	403	97	te
7	<b>9</b> -20373-6	Mrs. Lols Buck, Guardian	J. S. Abercrombie Company, et al	2/04/46	403	93	n
	T-20386-Z	A. Ferrer	Magnolia Petroleum Company	5/15/43			
	T-20403-E	Clayton N. Smith	Magnolia Petroleum Company, et al	2/04/54	583	480	11
	T-20421-E	Ethel H. Dunn, et vir	Magnolia Petroleum Company, at al	1/24/44	379	227	н
	T-20421-F	Coastal 011 & Transport Company	Magnolia Petroleum Company, et al	1/27/44	379	229	rı
	T-20421-G	Edward Asron, et ux	Magnolia Petroleum Company, et al	3 ′21/44	378	501	11
	T-20421-R	R. D. MacDonald	Magnolia Petroleum Company, et al	5/20/47	426	275	n
	T-20421-I	R. D. MacDonald	Magnolia Petroleum Company, et al	5/20/47	426	278	11
	T-20421-J	Mary Katherine Peterson, et al	Magnolia Petroleum Company, et al	12/31/47	425	501	н
•	T-20421-K	Coastal Oil & Transport Co.	Socony Mobil Oil Company, Inc.	7/12/61			
٠	- <b>T-205</b> 06-C	A. B. Franzen	Magnolia Petroleum Company, et al	11/26/48	457	61	10

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STATE OF TEXAS, COUNTY OF BRAZORIA

	MOC LEASE MUMBER	LESSOR/GRANTOR	LESSEE/GRANTEE	INSTRUMENT DATE		CORDED PAGE	TYPE OF RECORD
	T~20516-B	Arie D. Sweeny	Magnolia Petroleum Company, et al	3/29/44	380	303	Deed
	T-20516-B	Valeria Sweeny	Magnolia Petroleum Company, et al	3/29/44	380	305	•
	<b>4-2</b> 0516−B	James W. Reynolds, et ux	Magnolia Petroleum Company, et al	3/28/44	380	302	••
4	<b>20516−B</b>	B. F. Sweeny	Magnolia Petroleum Company, et al	3/30/44			
42	2-20516-B	Euroka Pearl Dudley, et al	Magnolia Petroleum Company, et al	4/03/44			
	20522-E	Ethel L. Herrison, et al	Magnolia Petroleum Company	7/14/43	372	480	*1
· 957	1-20522-F	Murray Fantham	Magnolia Petrolaum Company	4/07/44			
	T-20523-C	Burray Fentham	Magnolia Petroleum Company, et al	4/07/44	384	132	11
	T-20529-B	J. S. Abercrombie Co.	Hagnolia Petroleum Company, et al	3/04/43	368	206	tı
	T-21878	Harold Link	Magnolia Petroleum Company	11/29/43	374	553	a
	T-21904	Harold Link	Magnolia Petroleum Company	12/06/43	377	277	+1
	T-22164	Ethel H. Dunn, at vir	Magnolia Petroleum Company, et al	3/17/44	382	288	11
	T-22269-A	Murray Fantham	Magnolia Petroleum Company, et al	4/07/44	384	134	17
	T-22269-B	M. C. Fantham	Magnolia Patroleum Company, et al	4/15/44	362	620	"
	T-22270-A	Mugray Fantham	Magnolia Petroleum Company, et al	4/07/44	384	141	e
	T-22270-B	Hurray Fantham	Magnolia Petroleum Company, et al	5/01/44	382	623	**
r l	T-22276	Harray Fantham	Magnolia Petroleum Company, et al	4/07/44	384	144	
e Sala	#-22408	H. C. Panthen	Magnolia Petroleum Company, et al	4/27/44	382	618 -	•

STATE OF TEXAS , COUNTY OF BRAZORIA

NGC LEASE		· · · · · · · · · · · · · · · · · · ·	<del></del>			
Hunza	LESSON/GRANTON	LESSEE/GRANTEE	Instrument		ME CORNED	
T-22809-G	Morris Stern	<del>_</del>	DATE	BOOK	PAGE	TYPE OF RECORD
7-22809-H	G. E. Faust	Magnolia Petroleum Company, et al	2/13/50	471	189	Deed
7-24370-c	Morris Stern	Magnolia Petroleum Company, et al	3/04/49	447	5	4
7-28757	Leona Armstrong Ward Joiner, et vir	Magnolia Petroleum Company, et al	2/13/50	471	187	44
7-30038	G. E. Fauet	Magnolia Petroleum Company, et al	2/24/50	471	544	e .
₹-30038	G. E. Faust	Magnolia Petroleum Company, et al	1/16/50	469	52	tr
<b>≖</b> 1-30600	G. E. Faust	Magnolia Petroleum Company, et al	10/18/49			
T-35224	Pan American Patroleum Corporation	Magnolia Petroleum Company, et al	1/17/50	469	62	<b>P</b> I
T~39638	First City Nat'l Bank of Houston, Texas	Magnolia Petroleum Company	5/21/58	722	16	H
		Socony Mobil Oil Company, Inc., et al	2/25/66	936	807	11

## EXHIBIT "A"

STATE OF ______ TEXAS ______, COUNTY OF ____ BRAZORIA

	MOC LEASE			INSTRUMENT		RE CORDED	
	NUMBER	LESSOR/GRANTOR	LESSEE/GRANTEE	DATE	BOOK	PAGE	TYPE OF RECORD
	PDRW-4846	Olivia W. Allison and R. H. Allison, Trustees	Harrison Oil Co. & J. S. Abercrombie Co.	10-1-36	281	531	Deed
	PDRW-4847	Wm. Theobald, et ux	Harrison Oil Co. & J. S. Abercrombie Co.	9-18-36	281	535	Deed
	· PDRW-4848	Olivia W. Allison and R. H. Allison, Trustees	Harrison Oil Co. & J. S. Abercrombie Co.	10-1-36	281	530	Deed
(C)	PDRW-4849	Audrey Cooper	Harrison Oil Co. & J. S. Abercrombie Co.	9 35	281	533	Deed
8	PDRW-4850	C. W. Massey, et ux	Harrison OI1 Co. & J. S. Abercrombie Co.	9-29-36	281	534	Deed
	PDRW-4851	Roxie A. Moulton	Harrison Oil Co. & J. S. Abercrombie Co.	10-1-36			
Z	PDRW-5288	Benjamin F. Cooper, et al	$ \begin{tabular}{lllllllllllllllllllllllllllllllllll$	10-26-46	411	295	Deed
	PDRW-5300	Mathew Harvey, Jr., et al	Magnolia Petroleum Co. & J. S. Abercrombie Co.	11-15-46	411	348	Deed
**	PDRW-5301	Mathew Harvey,	Magnolia Petroleum Co. & J. S. Abercrombie Co.	11-15-46	411	116	Deed
	PDRW-5302	H. J. Mangum, et ux	Magnolia Petroleum Co. & J. S. Abercrombie Co.	11-23-46	408	627	Deed
	PDRW-5304	D. W. Jordan, et ux	Magnolia Petroleum Co. & J. S. Abercrombie Co.	10-26-46	411	205	Dued
	PDRW-5305	Celestine H. Scott, et al	Magnolia Petroleum Co. & J. S. Abercrombie Co.	12-20-46	413	42	Deed
	FDRW-5472	M. P. Harvey, Jr., et al	Magnelia Petroleum Co. & J. S. Abercrombie Co.	11-15-46	418	67	Deed
Ä.	PDRW-5661	Virginia Harvey	Magnolia Petroleum Co. & J. S. Abercrombie Co.	1-5-48			
N.	PDRW-5775	W. McKinley Simples, et al	Sweba Cas Company	2-28-48	427	598	Deer*
•	PDRI-5790	Matilda H. Johnson, et vir	Magnolia Petroleum Co. & J. S. Abercrombie Co.	8-14-48			

STATE OF TEXAS , COUNTY OF BRAZORIA

	MOC LEASE NUMBER	LESSOR/GRANTOR	Lesseb/grantee	Instriment		RECORDED	TYPE OF
	PDRW-5870	The St. Louis, Brownsville and New Maxico Ry. Co.	J. S. Abercrombie Co., & Magnolia Petroleum Co.	<u>DATE</u> 9-30-48	BOOK	PAGE	RECORD
_	PDRW-5913	Geraldine M. Truman	Magnolia Petroleum Co. & J. S. Abercrombie Co.	2-15-49			
	PDRW-5914	Nora Kuhn	Magnolia Petroleum Co. & J. S. Abercrombie Co.	2-15-49			
2	PORW-5915	W. S. Riggs, et ux	Magnolis Petroleum Co. 6 J. S. Abercrombie Co.	2-15-49			
	PDRW-5955	Ceraldine N. Truman	Magnolie Petroleum Co. & J. S. Abercrombie Co	4-23-49			
	PDRW-5991	Mrs. Ada Finley, et al	Magnolia Petroleum Co. & J. S. Abercrombie Co.	4-28-49			
	PDRW-5992	Jacques P. Adoue, et al	Magnolia Petroleum Co. & J. S. Abercrombie Co.	5-9-49			
	PDRW-5993	Jacques P. Adoue, et al	Magnolia Petroleum Co. & J. S. Abercrombia Co.	4-21-49			
	PDRW-6160	Jacques P, Adoue, et al	Magnolia Petroleum Co. 6 J. S. Abercrombie Co.	10~14-49	463	10	Deed
	PDRW-6423	Phillips Cil Company	J. S. Abercrombie Co, et al	11-1-50	490	471	
	PDRW-8120	Mary Katherine Peterson, et vir	Pan American Petroleum Corp. & Socony Mobil Oil Co., Inc.	9-27-60	775	666	
	PDRW-8384	J. H. Caldwell, et ux	Socony Mobil Oil Co, Inc.	11-28-62	836	265	Deed
	PDRW-8435	Texas Board of Corrections	Socony Mobil Oil Company, Inc.	1-16-63	846	194	Deed

EXHIBIT "A"

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NUMBER	LESSOR/GRANTOR	Lessee/grantee	INSTRIMENT DATE	Book	PAGE	TYPE OF RECORD
PDRW-8594	J. T. Hinkle, et ux	Socony Mobil Oil Company	3-16-64	874	593	Deed
PDRW-8609	Texas Board of Corrections	Socony Mobil Oil Company, Inc.	3-24-64	877	941	Deed
PDRW-9132	Elsie E. Bryan	Mobil Oil Corporation	5-13-70	1068	329	Deed
PDRW-9133	Myrle Wisch	Mobil Oil Corporation	5-14-70	1068	331	Deed
PDRW-9138	Allyne Fuller, et al	Mobil Oil Corporation	6-15-70	1068	343	Deed
PDRW-9174	John Douglas Smith, et al	Mobil Oil Corporation	11-30-70	1074	879	Deed
PDRW-9176	Jeannette Smith	Mobil Oil Corporation	12-1-70	1083	458	Deed
PDRW-9324	Houston Pipeline Company	Mobil Oil Corporation	9-4-73	1175	580	Deed
PDRW-9326	W. J. LeCompte	Mobil Oil Corporation	12-3-73	1184	602	Deed
	PDRW-8594 PDRW-8609 PDRW-9132 PDRW-9138 PDRW-9174 PDRW-9176 PDRW-9324	PDRW-8594 J. T. Hinkle, et ux  PDRW-8609 Texas Board of Corrections  PDRW-9132 Elsie E. Bryan  PDRW-9133 Myrle Wisch  PDRW-9138 Allyne Fuller, et al  PDRW-9174 John Douglas Smith, et al  PDRW-9176 Jeannette Smith  PDRW-9324 Houston Pipeline Company	PDRW-8594 J. T. Hinkle, et ux Socony Mobil Oil Company PDRW-8609 Texas Board of Corrections Socony Mobil Oil Company, Inc. PDRW-9132 Elsie E. Bryan Mobil Oil Corporation PDRW-9133 Myrle Wisch Mobil Oil Corporation PDRW-9138 Allyne Fuller, et al Mobil Oil Corporation PDRW-9174 John Douglas Smith, et al Mobil Oil Corporation PDRW-9176 Jeannette Smith Mobil Oil Corporation PDRW-9324 Houston Pipeline Company Mobil Oil Corporation	NUMBERLESSOR/GRANTORLESSEE/GRANTEEINSTRUMENT DATEPDRW-8594J. T. Hinkle, et uxSocony Mobil Oil Company3-16-64PDRW-8609Texas Board of CorrectionsSocony Mobil Oil Company, Inc.3-24-64PDRW-9132Elsie B. BryanHobil Oil Corporation5-13-70PDRW-9133Myrle WischMobil Oil Corporation5-14-70PDRW-9136Allyne Fuller, et alMobil Oil Corporation6-15-70PDRW-9174John Douglas Smith, et alMobil Oil Corporation11-30-70PDRW-9176Jeannette SmithMobil Oil Corporation12-1-70PDRW-9324Houston Pipeline CompanyMobil Oil Corporation9-4-73	NORTHER   LESSOR/GRANTOR   LESSEE/GRANTEE   DATE   BOOK	NUMBER         LESSOR/GRANTOR         LESSEE/GRANTEE         DATE         BOOK         PAGE           PDRW-8594         J. T. Binkle, et ux         Socony Mobil Oil Company         3-16-64         874         593           PDRW-8609         Texas Board of Corrections         Socony Mobil Oil Company, Inc.         3-24-64         877         941           PDRW-9132         Elsie E. Bryan         Mobil Oil Corporation         5-13-70         1068         329           PDRW-9133         Myrle Wisch         Mobil Oil Corporation         5-14-70         1068         331           PDRW-9138         Allyne Fuller, et al         Mobil Oil Corporation         6-15-70         1068         343           PDRW-9174         John Douglas Smith, et al         Mobil Oil Corporation         11-30-70         1074         879           PDRW-9176         Jeannette Smith         Mobil Oil Corporation         12-1-70         1083         458           PDRW-9326         Houston Pipeline Company         Mobil Oil Corporation         9-4-73         1175         580

EXHIBIT "A"

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	HOC LEASE HIRESE	LESSOR/GRANTOR	LESSEE/GRANTEE	Instrument <u>l'ate</u>	BOCK	PAGE	Type of Record
	WCB#132S	Department of the Army/Chief, Permit Branch	Products Pipe Line Company	1-6-55			
	WCB#133	W. M. Payne	Products Pipe Line Company	12-10-54	611	88	Deed
	WCB#134	Clayton Foundation Company	Products Pipe Line Company	1-18-55	614	351	1)
	<b>€135</b>	Jos B. Tigner, et al	Products Pipe Line Company	3-5-55	617	21	•
시 (4.	MCB#135	J. H. Tigner	Products Pipe Line Company	8-15-56	662	537	и .
	<b>₩CB#1</b> 36A	Laury Amanda Whitfield	Products Pipe Line Company	1-11-55	612	286	IF
8	MCB#137	W. Jerry Maxwell, et ux	Products Pipe Line Company	12-14-54	613	125	**
3	CB/138	U. L. Keys, Sr., et ux	Products Pipe Line Company	12-13-54	613	126	*
	<b>₩CB#139</b>	Mrs. Vernell Barksdale	Products Pipe Line Company	455	620	326	41
	<b>₹</b> ₩CB#139	Mrs. Sallie Douglas, et vir	Products Pipe Line Company	4-23-55	621	161	#1
	WCB#139	Mrs. Ernestine Robertson, et vir	Products Pipe Line Company	455	621	130	<b>f</b> I
	WCB#139	Anola Smith Dobard, et wir	Products Pipe Line Company	5-31-55	625	15	44
	WCB#139	Cassie Garvin Lewis Indv. and as Agt. Samuel E. Warren, Indv. and as Agt. et al	Products Pipe Line Company	3-5-55	616	481	51
	WCB#140	Lynette S. Autrey, et vir, et al	Products Pipe Line Company	4-30-55	630	519	**
	WCB#141	J. P. Wootton, et ux	Products Pipe Line Company	1-4-55	612	285	Ħ
	WCB#141	Gracie Lundy, Indv. and Guard for Jessie May Lundy, et al, Seria Lundy, Lela Lund, Ir and Agt. for William Lundy, et al	Products Pipe Line Company adv.	3-29-55	619	10	n
	WCB#141H	State Highway Department	Products Pipe Line Company	12-31-54			
	WCB#141R	International-Great Northern Railroad	Producta Pipe Line Company	4-25-55			
	WCB#142A	Alice Makeig Jones, et vir	Products Pipe Line Company	4-8-55	610	55	Deed

EXHIBIT "A"

STATE OF TEXAS COUNTY OF BRAZORIA

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NIMBER	LESSOR/GRANTOR	<u>lesser/grantee</u>	DATE	BOOK	PACE	RECORD
WCB#142	H. C. Pilgresn, et ux	Products Pipe Line Company	3-30-55	619	14	Beed
WCB#143	The South Texas Water Company	Products Pips Line Company	3-11-55	617	23	0
WCB#142	The South Texas Water Company	Products Pipe Line Company	4-27-55	622	438	H
C2WCB/143	The South Texas Water Company	Products Pipe Line Company	3-11-55	618	344	H
WCB#143	The South Texas Water Company	Products Pipe Line Company	4-27-55	62 <b>2</b>	440	н .
EMCB#144	M. M. Aliber	Products Pipe Line Company	3-4-55	617	19	
HCB#146	Taxas Righway Department	Mobil Oil Corporation	4-15-71			
DACE#147	Texas Highway Department	Mobil Oil Corporation	12-12-69			
### <b>#</b> ################################	Fay U. Rair, et al	Products Pipe Line Company	2-9-55	614	353	Deed
\$308£147	Edward E. Allanson	Products Pipe Line Company		614	205	n
<b>UCB/1</b> 49	Cordella Smith	Products Pipe Line Company	2-2-55	613	543	н
WCB#150	L. A. Horris	Products Pipe Line Company	2-8-55	614	206	*
WCB/151	J. A. Gray, Trustee, et al	Products Pipe Line Company	3-15-55	617	22	**
WCB#152	Miss Barbara Belsley, et al	Products Pips Line Company	12-7-54	611	89	**
WCB#152	John Clayton Foster, Exec.	Products Pipe Line Company	12-20-54	611	90	11
WCB#152	Mrs. Vera Foster, et al	Products Pipe Line Company	1254	611	91	н
WCB#153	Olive Lethlean, et al	Products Fipe Line Company	1254	618	351	ĸ
WCB#154	Granville Smith	Products Pipe Line Company	12-14-54	610	400	41
WCB#155	Virginia B. Chesney, at vir, et al	Products Pipe Line Company	3-1-55	618	353	#
	State Highway Department	Products Pipe Line Company	12-31-54			
₩CB#156	Mrs. Sudie Gragg	Products Pipe Line Company	2-17-55	615	19	Deed
. WCB#157	Dumard Harper, et ux	Products Pipe Line Company	12-14-54	611	93	*1
WCB#158	W. L. Russell	Products Pipe Line Company	12-15-54	611	94	*

EXHIBIT "A"

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COUNTY OF BRAZORIA

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			INSTRUMENT		RECORDED	<b>5500</b> A11
HOC LEASE	LESSOR/GRANTOR	LESSEE/GRANTEE	DATE	BOOK	PAGE	RECORD
WCB#159	J. S. Welboan, Jr. et al	Products Pips Line Company	1-17-55	613	231	Deed
WCB#160	Lester Knape, et ux	Products Pipe Line Company	1-12-55	612	284	11
WCB#161A	D. D. Clark, et ux	Products Pipe Line Company	2~25~55	616	132	f†
# WCB#162	Silvie Hubbard	Products Pipe Line Company	12-13-54	<b>6</b> 13	544	u
WCB#162	Nabil Oil Corporation	Gilvie Hubbard	12-12-75	1277	15	a .
₩CB#1628	Stote Highway Department	Products Pipe Line Company	12-31-54			
₩CB#163	Mary E. Edwards, et al	Products Pipe Line Company	1254	618	355	U
WCM#164	G. P. Plummer, et ux	Products Pipe Line Company	1-1-55	612	282	10
WCB#165	Forest Hunter, et al	Products Pipe Line Company	12-11-54	<b>61</b> 0	399	и
<b>ĕwcB</b> #166	Marjorie Green Barrett, et al	Products Pips Line Company	2-1-55	616	484	17
WCB#168	R. T. Briscoe, et al	Products Pipe Line Company	2-19-55	615	468	n
WCB#169	Maud Benson Wood, et vir, et al	Products Pipe Line Company	2-28-55	618	357	11
WCB#170	Clyde Herring	Products Pips Line Company	1-29-55	613	545	•
<b>WCB#17</b> 0R	The St. Louis, Brownsville and Mexico Bailway Company	Products Pipe Line Company	3-4-55			
WCB#171	The Triangle Development Company	Products Pipe Line Company	1-3-55	612	281	Deed
WCB#255	Commissioners' Court Brazoria County	Products Pipe Line Company	2-14-55			

COUNTY OF Brazoria

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363

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4-14-42

3-23-42

3-25-42

2-28-42

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297

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INSTRUMENT TYPE OF MOC LEASE PAGE DATE RECORD LESSOR/GRANTOR LESSEE/GRANTEE BOOK MÜGEL 2-25-42 Pan American Gas Company 363 306 Deed Abe Seibel CBTC 77 363 497 10-19-42 Pan American Gas Company Ellen Caldwell et vir, Mamie Jackson et vir, & Willie Harris 364 303 10-26-42 Pan American Gas Company Mamie Jones et vir, et al 3-10-42 CBTC 78 Roland K. Wilson, et ux Pan American Gas Company 363 303 2-27-42 Deed Pan American Gas Company CBTC 79 Mrs. Caren Knutson 89 2-27-42 42B O. B. Carlson Pan American Gas Company CBTC 80 302 3-31-42 363 Peder Amundson, et ux Pan American Gas Company CBTC 81 295 363 CBTC 82 Pan American Gas Company 3-28-42 I. A. Kentzelman, et al 294 363 3-18-42 CBTC 83 Laura A. Thomas, et al Pan American Gas Company

Pan American Gas Company

Pan American Gas Company

Pan American Gas Company

Pan American Gas Company

DEED

CBTC 84

CBTC 85

CBTC 86

CBTC 72

F. E. Perkins, et al

R. Lee Kempner, et al

Esther A. Wieting, et al

Triangle Development Company

STATE OF	TEXAS	, COUNTY	OF_	BRAZORIA
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	HOC LEASE			Instripent		RECORDED	77777 AT
	NUMBER	LESSOR/GRANTOR	LESSEE/GRANTEE	DATE	BOOK	PACE	TYPE OF RECORD
	PD 4772-B	St. Louis, Brownsville & Mexico Railway Company	J. S. Abercrombie & Magnolia Petroleum Company	2-2-46			
	PD 4774	St. Louis, Brownsville & Mexico Railway Company	Harrison Oil Company & J. S. Abercrombie Company	6-4-40			
}	PD 4775	Guy A. Thompson, Trustee	J. S. Abercrombie Company & Harrison Oil Company	3-21-40			
DEED	E7D 4776	Guy A. Thompson, Trustee	Harrison Cil Company & J. S. Abercrowbie Company	7-17-41			
<b>3</b>	PD 4777	Guy A. Thompson, Trustee	Harrison Gil Company & J. S. Abercrombie Company	9-12-40			
	<b>₹</b> PD 4778	Guy A. Thompson, Trustee	Harrison Oil Company & J. S. Abercrombie Company	9-14-42			
	PD 4793	Guy A. Thompson, Trustee	J. S. Abercrombie, et al	11-5-43			
•	PD 4794	Guy A. Thompson, Trustee	Magnolia Petroleum Company & J. S. Abercrombie Company	9-7-43			
	PD 4796	'Mary E. Hughes	Magnolia Petroleum Company & J. S. Abercrombie Company	8-15-43			
	PD 4861	St. Louis, Brownsville & Mexico Railway Company	Magnolia Petroleum Company & J. S. Abercrombie Company	7-14-44			
	PD 5088	Guy A. Thompson, Trustee	Magnolia Petroleum Company & J. S. Abercrombie Company	7-2-47			
	PD 5169	Guy A. Thompson, Trustee for St. Louis, Brownsville & Mexico Railway Company	J. S. Abercrombie Company, et al	3-12-48			
4	PD 5170	Guy A. Thompson, Trustee for St. Louis, Brownsville & Mexico Railway Company	J. S. Abercrombie, et al	3-12-48			

## EXHIBIT "A"

COUNTY OF BRAZORIA

STATE OF ____TEXAS

HOC LEASE NUMBER	LESSOR/GRANTOR	Lessee/grantee	INSTRUMENT DATE	воок	RE CORDED	TYPE OF
PD 5591	Zoe Blunt Mac Donald, et al	Shell Oil Company, Inc.	1-1-41	348	588	
FD 5884	V. V. West, at ux	J. S. Abercrombie Company	2-27-53			
<b>E</b> 6553	Virgil C. McGinnis, et al	Pan American Petroleum Corp. & Magnolis Petroleum Company	12-19-58			
F0 6925	Peter Studer, Attorney-in-Fact	La Gloria Corporation	7-1-48			
7070	Rowan Drilling Company	Mobil Oil Corporation	11-26-68			
7134	Texas Board of Corrections	Mobil Oil Corporation	5-7-69			
<b>20</b> 7145	Josephine W. Wilson	Mobil 011 Corporation	5-15-70			

## EXHIBIT "A"

STATE OF	TEXAS	, COUNTY	OF_	BRAZORIA	
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HROSE	LESSOR/GRANTOR	LESSEE/GRANTEE	DATE	BOOK	PAGE	TYPE OF BECORD
Pp 5591	Zoe Blunt Mac Donald, et al	Shell 011 Company, Inc.	1-1-41	348	588	
<b>22 to</b> 5884 .	V. V. West, et ux	J. S. Abercrombie Company	2-27-53			
\$PD 6553	Virgil C. Mc Ginnis, et al	Pan American Petroleum Corp. & Magnolia Petroleum Company	12-19-58			
\$679	Socony Mobil Oil Company, Inc. & Pan American Petroleum Corporation	U. S. A.	<del>5–13</del> –60			
PD 6925	Pater Studer, Attorney-in-Fact	La Gloria Corporation	7-01-48			
PD 7070	Rowan Drilling Company	Mobil Oil Corporation	11-26-68			
PD 7134	Texas Board of Corrections	Mobil Oil Corporation	5-7-69			
PD 7145	Josephine W. Wilson	Mobil Oil Corporation	5-15-70			

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MOC LEASE			In strument		RE CORDED	TYPE OF
NUMBER	LESSOR/GRANTOR	LESSEE/GRANTEE	DATE	BOOK	PAGE	RECORD
PDF-Several	Harrison Oil Company	Magnolia Petroleum Company	12-31-42	364	487	Decd
<b>PDF</b> -605	A. W. Pollard, et al	Magnolia Petroleum Company, et al	9-11-44	388	534	44
를 <b>PDF-6</b> 16 등	Bernard River Land Development Company	Magnolia Petroleum Company, et al	9-28-45	399	316	**
PDF-617	George S. Waddy, et uz	Magnolia Petroleum Company, et al	10-5-45			
PDP-621	Gaorge Leson, et al	Magnolia Petroleum Company, et al	12-4-46			
PDF-650	W. L. Schelle	Hagnolia Petroleum Company, et al	5-13-48			
PDF-676	Richard J. Stern	Magnolia Petroleum Company, et al	2-13-50	471	192	••
PDF-688-A	Alcine Washington Horningle, et vir	Magnolia Petroleum Company, et al	11~16-51	520	445	••
7D <b>F-</b> 688-7D	Rosa Bell Washington Burks	Magnolia Petroleum Company, et al	11-26-51	521	123	*
PDF-736	Cleveland Davis, et al	J. S. Abercrombie Company	6 <b>∽17-53</b>	571	287	11
PDF-737	Mrs. C. W. Perdue, et al	J. S. Abercrombia Company	9-24-51	521	21	H
PDY-771	W. B. Friday, et ux	Magnolia Petroleum Company, et al	7-11-58	723	76	H
PDF-773-A	Annie B. Funderburk	J. S. Abercrombie	8-4-52	543	64	*1
PDP-773-B	Mrs. Mattie Bailey, Guardian	J. S. Abercrombie	11-15-52	549	113	н
PDF-773-C	H. M. Bell, et ux	J. S. Abercrombie	B~1~53	568	6 34	41
PDP-773-D	Fred Bailey, et al	J. S. Abercrombie	8-1-53	568	632	10
PDF-773-E	Vera Keith	J. S. Abercrombie	8-1-53	568	631	10
PD#-774	Mrs. W. A. Howell	J. S. Abercrombie	8~5-52	543	63	**

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## EXHIBIT "A"

*1.* *1.	STATE OF	TEXAS , COUNTY OF	BRAZORIA			
MOC LEASE NUMBER	LESSOR/GRANTOR	lessre/grantee	INSTRUMENTDATE	BOOK	BE CORDED	TYPE OF
PDF-775	W. J. Baimbride	J. S. Abercrombie	6-25-52	543	61	
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PDF-776	Mary L. Vezey	J. S. Abercrombie	6-20-52	543	59	"
PD9-777	E. W. Mayer, at ux	J. S. Abercrombie	6-16-52	538	349	11
PDF-778	City of Sweeney	J. S. Abercrombie	· 11-7-52	5 89	583	tt-
DP-779	The National Bank of Commerce as Exec,	et al J. S. Abercrombie	6-30-52	541	344	·
PDF-790	The National Bank of Commerce	J. S. Abercrombie	8-11-52	544	421	<b>u</b>
₹ PDF-781	E. W. Mayer, Guardian	J. S. Abercrombie	6-16-52	538	348	н
PDF-782	R. R. Stevenson	J. S. Abercrombie	6-9-52	538	345	41
PDF-783	Ira Pat Donovan	J. S. Abercrombie	5-10-52	537	185	н .
PDF-784-A	Paul H. Bledsoe, et al	J. S. Abercrombie	8-21-53	572	3 3.1	H
PDP-784-B	Paul H. Bledsoe, et al	J. S. Abercrombie	3-1-54	587	83	11
PDF-785	James F. Finley, Jr., et ux	J. S. Abercrombie	8-21-53	572	167	"
PDP-786	J. A. Martin, et ux	J. S. Abercrombie	8-21-53	572	165	ti .
PDP-787	Mary O'Brien Shary, Indv & Ind Exac	J. S. Abercrombie	5-15-52	537	183	**
PDF-788	R. R. Stevanson	J. S. Abercrombia	6-9-52	538	346	TC .
PDF-789	Mrs. H. F. Chensult, et al	J. S. Abercrombie	8-12-52	544	54	41
## <b>PDF</b> -790	Joe E.Powell, at um	J. S. Abercrombie	8-27-52	544	56	H

EXHIBIT "A"

STATE OF TEXAS COUNTY OF BRAZORIA									
МО	C LEASE			Instrument		RECORDED	TYPE OF		
NUMBER		LESSOR/GRANTOR	LESSEE/GRANTEE	DATE	<b>BOOK</b>	PACE	RECORD		
PD	F-791	Minuie Rimmer	J. S. Abercrombie Company	98-52	544	58	Dead		
PD	<b>r</b> -792	Frank R. Karlay, et ux	J. S. Abercrombie Company	4-15-52	533	376			
<b>_</b>	<b>y-</b> 793	Angust F. Schaer, Jr., et ux	J. S. Abercrombie Company	4-14-52	533	378	u		
40.0	r-794	J. B. Whitlock, et ux	J. S. Abercrombie Company	4-14-52	5 3 3	379	14		
	₹-795	C. B. Ballard	J. S. Abercrombie Company	10-30-52	547	473	If		
1	P-796	Shermon F. Jones, et ux	J. S. Abercrombie Company	11-25-52	549	117	10		
	<b>₽-79</b> 7	Glen D. Ogden, et ux	J. S. Abercrombie Company	11-5-52	549	119	10		
PD	<b>r</b> ~798	Clyde B. HcKinney, et al	J. S. Abercrombie Company	11-29-52	549	121	11		
PD	P-799	J. V. Brown, et ux	J. S. Abercrombie Company	11-2 <del>9-</del> 52	549	123	••		
PD	P-800	Sweeny Independent School District	J. S. Abercrombie Company	11-6-52	549	126	**		
PD	<b>F-8</b> 01	C. B. Bellard	J. S. Abercrombie Company	1-30-53	554	377			
PD	P-802	James M. Hummerlyn, at ux	J. S. Alercrombie Company	3-26-53	558	467	10		
PD	P-803	Ernest le Blanc, et ux	J. S. Abercrombie Company	4-10-53	559	545	•1		
PD	<b>P−804</b>	F. F. Meadors	J. S. Abercrombie Company	6-30-53	566	307	"		
PD	<b>₽-8</b> 05	Granville 0, Manson, et ux	J. S. Abercrosbie Company	7-3-53	567	52	10		
FE	<b>P-8</b> 06	C. E. Ballard	J. S. Abercrombie Company	6-24-53	567	53			
20	<b>P-8</b> 09	Lenoir M. Josey, Inc.	Pan American Petroleum Corporation, et al	10-13-60	777	334	**		

BEED

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101

TEXAS

STATE OF

EXHIBIT "A"

_, COUNTY OF

BRAZORIA

Page 46

NOC LEASE NUMBER	LESSOR/GRANTOR	LESSEE/GRANTEE	Instrument	RECORDED		
PDF-919	Texaco, Inc.	Mobil Oil Corporation	DATE	BOOK	PAGE	PECOND
PDF-927	Loyd W. Richardson Construction Carp.	Mobil Oil Corporation	12-17-73	1190	388	Deed
PDF-931	Phillips Petrolsum Corporation	Mobil Oil Corporation, at al	3-21-77	1332	240	14
		arriver de arriver, de al	12-14-78	1435	288	

1451 mc622

JAN 8 1990
H. R. STEVENS, JR.

## DEED voc 1500 mgc 578

6384

### QUITCLAIM DEED

THE STATE OF TEXAS I KNOW ALL MEN BY THESE PRESENTS: COUNTY OF BRAZORIA Ţ

THAT WE, A. B. WILLIAMSON and wife, MARGARET G. WILLIAMSON. both of Brazoria County, Texas, hereinafter called "GRANTORS", for and in consideration of the sum of TEN (\$10.00) DOLLARS cash and other valuable consideration in hand paid by the GRANTEE herein named, the receipt of which hereby is acknowledged, have QUITCLAIMED, and by these presents do QUITCLAIM, unto CHROMALLOY AMERICAN CORPORATION, a Delaware corporation with its principal office located at 120 South Central Avenue, St. Louis, Missouri, all of our right, title and interest in and to that certain tract or parcel of land, together with all improvements located thereon. situated in Brazoria County, Texas, and described as follows:

> Tract No. 24, Brazos Coast Investment Company Subdivision No. 8, F. J. Calvit League, Abstract 51, Brazoria County, Texas, according to the map or plat thereof duly recorded in the Plat Records of said County and State, to which reference here is made for all purposes.

TO HAVE AND TO HOLD all of our right, title and interest in and to the above described property and premises unto the said GRANTEE, its successors and assigns forever, so that neither we nor our heirs, legal representatives or assigns, shall have, claim or demand any right or title to the aforesaid property, premises or appurtenances, or any part thereof.

EXECUTED this the 29th day of <u>February</u>, 1980.

A. B. WILLIAMSON

MARGARET G. WILLIAMSON

## DEED vol. 1500 mge 579

THE STATE OF TEXAS I COUNTY OF BRAZORIA I

BEFORE ME, the undersigned authority, on this day personally appeared A. B. WILLIAMSON

known to me to be the person whose name. is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 29thday

Notary Public in and for

County, Texas
My Commission Expires: 2-28-81

MADALYNE REICHENBACH BOZANT PYBLIC IN AND FOR BRAZORIA COUNTY, TRAAS

THE STATE OF TEXAS

COUNTY OF BRAZORIA

BEFORE ME, the undersigned authority, on this day personally appeared Margaret G. Williamson, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that she executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 30 day of March, 1980.

Notary Public, in and for Brasoria County,

SUSIE PATTON
ROPARY PURITG TO AND FOR BRAIGHTA COURTY, TEXAS

FILED FOR RECORD

MAR 5 1980

H. R. STEVENS, JR. CLERK COUNTY COUNTY, SPACEURA CO., TEXAS

## DEED OF TRUST

## 7617

### RELEASE OF LIEN

THE STATE OF TEXAS I KNOW ALL MEN BY THESE PRESENTS:

That in consideration of the payment in full of that certain Promissory Note in the original principal sum of \$19,000.00, dated July 31, 1975, made by Gulfco, Inc., and payable to the order of Brazosport Bank of Texas, said Note being more particularly described in that certain Deed of Trust dated July 31, 1975, to D. M. Harsdorff, Trustee, of record in Volume 481, Page 910 of the Deed of Trust Records of Brazoria County, Texas, all involving the following described property situated in Brazoria County, Described Texas:

THE SURFACE ONLY OF a lot 110 feet wide off of the West or Southwest side of Fract Number 24 out of the Brazos Coast Investment Company's Subdivision Number 8, F. J. Calvit, Jr. Survey, Abstract Number 51, Brazoria County, Texas, said 110 feet wide lot being described more particularly by metes and bounds as follows, to-wit:

BEGINNING at the Northwest corner of said Tract Number 24, same being in the Southeast right-of-way line of a 60 foot road;

THENCE, North 44 deg. 24 min. East a distance of 110 feet along said road right-of-way line to a point in said line for the Northeast corner;

THENCE, South 45 deg. 36 min. East to a point on the North bank of the Intracoastal Canal for the Southeast corner:

THENCE, in a Westerly direction following the meanders of said canal to the Southwest corner of said Tract 24 for corner;

THENCE, North 45 dog. 36 min. West along the Southwest or West line of said Tract 24 a distance of 737.48 feet, more or loss, to the PLACE OF BEGINNING:

the undersigned, being the owner and holder of said above Note, hereby RELEASES and DISCHARGES the hereinabove described property from any and all liens created by virtue of said Note, and hereby

## DEED OF IKASI VOL 671 PAGE 476

declares said Note, and the lien securing the same, as shown by said Deed of Trust, fully released and discharged.

WITNESS THE EXECUTION HEREOF, this the 13 W day Maron , 1980.

ATTEST:

BRAZOSPORT BANK OF TEXAS

Senior DAN WALSH CLARA KNOPP

THE STATE OF TEXAS

COUNTY OF BRAZORIA I

Ŧ

BEFORE ME, the undersigned authority, on this day personally appeared Dan Walsh Se Vice- President of BRAZOSPORT BANK OF TEXAS, known to me to be the person and officer whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed

in the capacity therein stated and as the act and deed of said Bank.

the same for the purposes and consideration therein expressed,

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 13 day march οf , 1980.

FILED FOR RECORD AT <u>8:20</u> D'CLOCK <u>A</u>M.

MAR 1 7 1980

H. R. STEVENS, JR.

Notary Public in and for

Brazoria County, Texas My Commission Expires:

> Notary Public in and for Brazorla Co. My Commission Ex

## vn 1507 ne 625

### GENERAL WARRANTY DEED

11072

THE STATE OF TEXAS KNOW ALL MEN BY THESE PRESENTS: COUNTY OF BRAZORIA Ŧ

THAT CHROMALLOY AMERICAN CORPORATION, a Delaware corporation, acting by and through James A. Sink and, its Agent and Attorney-In-Fact duly authorized, hereinafter called "GRANTOR". for the consideration hereinafter set out, have GRANTED, SOLD and CONVEYED, and by these presents hereby does GRANT, SELL and CONVEY unto FISH ENGINEERING & CONSTRUCTION, INC., a Texas corporation, hereinafter called "GRANTEE", all those certain lots, tracts or parcels of land, together with all improvements located thereon, situated in Brazoria County, Texas, and described as follows:

#### TRACT ONE:

THE SURFACE AND SURFACE ONLY OF Tract 24, Brazos Coast Investment Company Subdivision No. 8, F. J. Calvit League, Abstract 51, Brazoria County, Texas, according to the map or plat thereof duly recorded in Volume 2, Page 141 et seq., Plat Records, Brazoria County, Texas.

#### TRACT TWO:

THE SURFACE AND SURFACE ONLY OF Tract 25, Brazos Coast Investment Company Subdivision No. 8, F. J. Calvit League, Abstract 51, Brazoria County, Texas, according to the map or plat thereof duly recorded in Volume 2, Page 141 et seq., Plat Records, Brazoria County, Texas.

#### TRACT THREE:

Tract 55, Brazos Co st Investment Company Subdivision No. 8, F. J. Calvit League, Abstract 51, Brazoria County, Texas, according to the map or plat thereof duly recorded in Volume 2, Page 141 et seq., Plat Records, Brazoria County, Texas.

This conveyance is made and accepted subject to all of the following easements, rights-of-way, restrictions and mineral and royalty reservations and exceptions:

(a) Easement for construction of Intracoastal Waterway and disposal of spoil as described in instrument from Harrison Oil Company, et al to United States of America, dated August 19, 1937, recorded in Volume 298, Page 7, Deed Records, Brazoria County. Texas.

D-155

- (b) Easement for highway or road purposes as described in instrument from Joe M. Baggott, et al to Brazoria County, dated April 24, 1961, recorded in Volume 798, Page 674, Deed Records, Brazoria County, Texas.
- (c) Easements as shown on plat of Brazos Coast Investment Company Subdivision No. 8, appearing in Volume 2, Page 141, et seq., Plat Records, Brazoria County, Texas.
- (d) Minerals as described in instrument from A. B. Williamson, et ux to Vernon C. Wilson, dated December 17, 1964, recorded in Volume 896, Page 328, Deed Records, Brazoria County, Texas, and all rights incident thereto.
- (e) Royalty interest as described in instrument from Magnolia Petroleum Co., et al to F. K. Stevens, dated December 6, 1954, recorded in Volume 609, Page 139, Deed Records, Brazoria County, Texas, and all rights incident thereto.
- (f) Any right, title, interest or claim of any character had or asserted by the State of Texas, or by any government or governmental authority, or by the public generally, in or to that part of the property herein described affected by the ebb and flow of the tide.
- (g) Easement for construction of Intracoastal Waterway and disposal of spoil as described in instrument from Brazoria County to United States of America, dated January 11, 1939, recorded in Volume 319, Page 61, Deed Records, Brazoria County, Texas.
- (h) Minerals as described in instrument from J. W.

  Dennis to Frank K. Stevens, dated May 2, 1955, recorded in Volume
  621, Page 307, and in instrument from Frank K. Stevens to Joe M.

  Baggott, dated June 5, 1955, recorded in Volume 624, Page 259,

  Deed Records, Brazoria County, Texas, and all rights incident
  thereto.
- (i) Royalty interest as described in instrument from James Francis McSherry, et al to A. B. Williamson, recorded in Volume 868, Page 959, Deed Records, Brazoria County, Texas, and all rights incident thereto.

The consideration for this conveyance is the sum of TEN (\$10.00) DOLLARS cash and other valuable considerations paid by GRANTEE to GRANTOR, the receipt and sufficiency of which GRANTOR hereby acknowledges.

TO HAVE AND TO HOLD the above described premises, together with all and singular the rights and appurtenances thereto in anywise belonging unto the said GRANTEE, its successors and assigns forever, and GRANTOR hereby binds itself and its successors to WARRANT and FOREVER DEFEND, all and singular, the said premises unto the said GRANTEE, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

WITNESS the execution hereof, this the 11th day , 1980. of April

CHROMALLOY AMERICAN CORPORATION

AMES A. SILKWOOD, Its Agent and Attorney-In-Fact

THE STATE OF Ι TEXAS COUNTY OF BRAZORIA Ŧ

BEFORE ME, the undersigned authority, on this day personally appeared JAMES A. SILKWOOD,

AGENT AND ATTORNEY-IN-FACT

αf

CHROMALLOY AMERICAN CORPORATION, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity therein stated and as the act and deed of said corporation.

WEN UNDER MY HAND AND SEAL OF OFFICE, this the // the day , 1980.

in and for

IC IN AND YOU REALFORM CORNER, THIAS



## CERTIFICATE

The undersigned, William B. Roberts, does hereby certify that he is Secretary of Chromallov American Corporation, a Delaware corporation (hereinafter referred to as the "Corporation").

He does further cartify that at a Regular Meeting of the Board of Directors of the Corporation, duly called and held on February 21, 1980, a quorum being present and acting throughout, the Resolution berein recited (a true copy of which attached hereto as Exhibit "A") was adopted and that such Resolution has not been modified.

He does hereby designate and certify that James A.

Silkwood is hereby authorized to execute and deliver such documents as may be necessary to effect the sale by the Corporation of certain parcels of land in Brazoria County, Texas and the assignment of that certain Lease by and between the Corporation and Anthony Sanakos of that certain parcel of land also located in Brazoria County, Texas, which parcels are more particularly described in the Resolution herein recited.

IN WITNESS WHEREOF, the undersigned has hereunto set his hand and affixed the seal of the Corporation this eighth day of April, 1980.

William B. Roberts Secretary



February 21, 1980 Board of Directors meeting

RESCLUED, that the appropriate Officers of the Corporation or Values A. Silkwood, be, and they each hereby are, authorized and different to execute and deliver on behalf of the Corporation, any and all documents and take any and all other actions which they, or any of them, shall deem necessary or desirable to effectuate the purchase of certain parcels of land, known as Tract Nos. 24(a), 25 and 55 of Brazos Coast Investment Company Subdivision No. 8, F. J. Calvit League, Abstract No. 51, Brazoria County, Texas, and the improvements located thereon, for a cash purchase pulse of approximately \$87,500; and be it further

RESCRIMED, that the appropriate Officers of the Corporation or James A. Silkwood, be, and they each hereby are, authorized and directed to execute and deliver on behalf of the Corporation, any and all decuments and take any and all other actions which they, or any of them, shall deem necessary or appropriate to effectuate the sale of certain parcels of land, known at Tract Nos. 24(a), 24(b), 25 and 55 of Brazos Coast Investment Company Subdivision No. 8 F. J. Calvit League, Abstract No. 51, Brazoria County, Texas, and the improvements located thereon, and the assignment of that certain lease by and between the Corporation and Anthony Employe, of that certain parcel of land and the improvements located thereon, known as Tract 23, Brazos Coast Investment Company Subdivision No. 8, F. J. Calvit League, Abstract No. 51, Brazoria County, Texas, for a cash sale price of approximately \$415,000.00.

THE STATE OF MISSOURI

BEFORE ME, the undersigned authority, on this day personally appeared William B. Roberts, Secretary of Chromalloy American Corporation, known to me to be the person whose name is subscribed to the foreging instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity therein stated and as the act and deed of said corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the eighth day of April, 1980.

Notary Public in and for St. Louis County, Missouri

My Commission Expires:

May 10, 1980

FILED FOR RECORD NATION OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE

APR 1 ? 1980

H. P. STEVENS, JR.

## Tract No. 25

3679

THE STATE OF TEXAS

COUNTY OF BRAZORIA

HERRIS County, Texas, for and in consideration of the sum of \$2,800.00 cash and other good and valuable considerations to me in hand paid by S. W. Hudgins, the receipt and sufficiency of all of which is tereby acknowledged, have GRANTED, SOLD AND CONVEYED, and by these presents do GRANT, SELL AND CONVEY unto the said S. W. Hudgins, of Brazoria County, Texas, the following described property, to-wit:

All my right, title and interest which is now owned by me in and to all property, real, personal or mixed, which I can or may be entitled to and which was inherited by me from either my father S. H. Hudgins and mother, Ruma H. Hudgins, both deceased, or either of them, of whatever such property may consist and wherever such property may be located, my said interest in said property being an undivided one-sixth (1/6th) thereof and for the purpose of better identifying said property, but in nowise by way of limitation on the property and estate hereby conveyed -

I

The following described lots, blocks and tracts of land situated in the town of Velasco, in Brazoria Count: Texas, according to the map, plat and subdivision thereof duly of record in the office of the County Clerk of Brazoria County, Texas, to which reference is here made for all appropriate purposes, to-wit:

Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11 and 12, Block 543;
Lots 1, 2, 3, 4, 5, 6, 7, 8, 11 and 12, Block 546; Lots
17 and 19, Block 549; Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10,
11 and 12, Block 550; Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10,
11 and 12, Block 553; Lots 11 and 15, Block 555; Lots
2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 13, 14, 16, 21, 23 and 24,
Block 556; Lots 7 and 11, Block 557; Lots 11, 12, 13
and 14, 16, 17, 18, 19, 20, 21, 22, 23, 24 and 8, Block
559; Lots 2, 3 and 5, Block 571; Lots 1, 2, 4, 5, 6, 7, 8,
9, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23 and
24, Block 572; Lot 6, Block 573; Lot 17, Block 576;
Lots 1, 2, 3, and 4, Block 580; Lot 11, Block 581; Lots
1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 15, 16, 17, 18, 19, 20, 21,
22, 23 and 24, Block 582; Lots 1, 2, 7, 15, 16, 17, 18, 19,
20, 21, 22, 23 and 24, Block 584; All of Block 586; Lots
8, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23 and 24,
Block 589; Lot 24, Block 600; All of Block 602; Lot
1, Block 604; Lot 13, Block 605; Lot 19, Block 607;
Lot 6, Block 608; Lots 9, 10, 23 and 24, Block 614;
All of Block 605; Lot 21, Block 617; Lots 5, 11, 14, 15,
and 23 Block 620. All of Block 615; Lot 21, Block 617; Lots 5, 11, 14, 15 and 23, Block 620; All of Block 624; Lot 12, Block 636; All of Block 637; All of Block 639; Lots 11 and 15, Block 640; Lots 10, 11 and 19, Block 641; Lots 9 and 13 Lots 9 and 13, Block 642; Lots 9 and 16, Block 644; Lot 12, Block 645; Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 19 and 20, Block 646; Lots 1 and 2, Block 648; All of Block 651; Lot 5, Block 655; Lots 3 and 4, Block 656; Lots 4 and 21, Block 657; Lot 22, Block 658; All of Block 661; Lots 16, 18 and 22, Block 662. Lot 5, Block 655; Lots 3 and 4, Block 656; Lots 4 and 21, Block 657; Let 22, Block 658; All of Block 661; Lots 16, 18 and 22, Block 662; Let 13, Block 663; Lots 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23 and 24, Block 7, 20, 21, 23, and 24, Block 680; Lot 11, Block 681; Lot 3, Block 682; Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 16, 17, 20, 21, 23 and 24, Block 680; Lot 11, Block 681; Lot 3, Block 682; Lots 11 and 20, Block 695; Lot 5, Block 696; All of Block 711; Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 19, 20, 21, 23 and 24, Block 714; Lots 1, 2, 5, 11, 12, 15, 16, 17, 18, 19 and 20, 23 and 24, Block 726; Lot 6, Block 729; Lot 9, Block 730; All of Block 732; Lots 14, 16 and 23, Block 733; All of Block 746; Lots 14, 16 and 23, Block 733; All of Block 746; Lots 11, 12, 13, 14, 18, 19, 20, 21, 23 and 24, Block 746; Lots 8 and 23, Block 752; Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12 and 20, Block 746; Lots 8 and 23, Block 752; Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23 and 24, Block 753; All of Block 757; Lots 4, 9, 12 and 23, Block 760; Lot 20, Block 761; Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 17, 18, 19, 20, 21, 22, 23, and 24, Block 762; ½ of Lot 16 and ½ of Lot 9, Block 763; Lots 1, 2, 3, 4, 5, 6, 7 and 8, Block 764; ½ of Lots 3, 4 and 5, Block 768; All of Block 770; Lot 3, Block 773; Lots 11, 12 and 13, Block 775; Lot 13, Block 779; Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23 and 24, Block 760; All of Block 765; Lots 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23 and 24, Block 780; All of Block 780; All of Block 785; Lots 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23 and 24, Block 780; All of Block 788; Lots 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 20, 21, 22, 23 and 24, Block 786; Lot 16, Block 788; Lots 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 20, 21, 22, 23 and 24, Block 786; Lot 16, Block 788; 782; All of Block 785; Lots 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23 and 24, Block 786; Lot 16, Block 788; Lots 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23 and 24, Block 789; All of Block 791; All of Block 792; Lot 12, Block 795; All of Block 796; Lots 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23 and 24, Block 798; Lot 12, Block 803; Lots 11 and 15, Block 805; All of Block 808; Lots 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21 and 22, Block 811; Lots 4, 5, 6, 8, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23 and 24, Block 813; Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23 and 24, Block 813; Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11 and 12, Block 814; Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11 and 12, Block 815. Block 815.

The following described lots, blocks and tracts of land situated in the town of Quintans, in Brazoria County, Texas, according to the map, plat and subdivision thereof duly of record in the office of the Sounty Clerk of Brazoria County, Texas, to which reference is here made for all appropriate purposes, to-wit:

for Lot 3, Block 14; for Lot 5, Block 11; for Lot 11, Block 21; for Lots 1, 2 and 12, Block 24; for Lot 9, Block 35; for Lot 12, Block 43; for Lots 3 and 4, Block 73; for Lots 1, 2, 11 and 13, Block 134A; for Lot 4, Block 140.

#### III.

Tracts: Nos. 25 and 125 in Division No. 8 of the Brazos
Coast Investment Company Subdivision of the F. J. Celvit
Survey, Abstract No. 51 , in Brazoris County, Texas,
according to the map and plat of said subdivision duly of
record in the office of the County Clerk of Brazoria
County, Texas, to which reference is here made for all
appropriate purposes.

#### IV.

Tract No. 32 in Division No. 2 of the Brazos Coast Investment Company Subdivision of the F. J. Calvit Survey, Abstract No. 51, in Brazoria County, Texas, according to the map and plat of said subdivision duly of record in the office of the County Clerk of Brazoria County, Texas, to which reference is here made for all appropriate purposes.

٧.

ract of 3.88 acres of land, being a part of Lot No. 1 "the subdivision of the M. B. Nuchols Survey, Abstract No. 103, in Brazuria County, Texas, and being all the land in said survey in which I have an interest whatsoever.

All of the gas, sulphur and all other minerals in and under of 15 acres of land, same being Lot B, Divid the Brasce Coast Investment Company Subdivious J. Calvit Survey, Abstract 51, in Brase coast Investment company of the map and all of record in the office of the which purpose

This conveyance expressly and specifically covers and

includes and there is berenov assigned, transferred and delivered unto the wild S. W. Ruigins all of my right, title and interest in each to any and all moneys now on hand in any and live with belonging to the Hudgins Estate and myself as an and which which S. H. Hudgins and Essa H. Hudgins, both in and to any and all indebtedness evidenced by

notes, as well as all claims shids may be due and owing to the estates of S. H. Hudgins and Rems H. Hudgins, both deceased, or either of them, or to me as an heir of my said father, S. H. Hudgins, and mother, Emma H. Hudgins, both deceased, or either of them.

TO HAVE AND TO HOLD the above described property, together with all and singular the said premises unto the said S. W. Hudgins, his heirs and assigns, forever; and I do hereby bin. myself, my heirs, executors and administrators to WARRANT AND FOREVER DEFEND, all and singular, the said premises unto the said S. W. Hudgins, his heirs and assigns, against everyperson whomscever lawfully claiming, or to claim the same, or any part thereof.

It is understood and agreed that the said S. W. Hudgins assumes and agrees to pay my proportionate part of any and all taxes which are charged against said property and this deed as to said taxes is not a warranty.

WITNESS MY HAND THIS 2 day of May, 1950.

a H 16: (Larre

THE STATE OF TEXAS COUNTY OF BRAZORIA

BEFORE ME, the undersigned authority, on this day personally appeared A. F. HUDGINS, known to me to be the person whose name is subscribed that he foregoing instrument and coknowledged to the that he experience the same for the purposes and consideration

May, 1950.

Motary Public in and for Brazoria County, Texas. whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this

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may

, 19 55.

Notary Public, Brazoria County, Texas

6 COOP

Clerk County Court, Brazoria Co., Texas, By

THE STATE OF INDIANA 4

5991

COUNTY OF VIGO

day of

KNOW ALL MEN BY THESE FRESENTS:

That I, J. W. Dennis, of the County of Vigo, State of Indiana for and in consideration of the sum of Five Hundred Fifty (\$550.00) and no/100 Dollars to me in hand paid by Frank K. Stevens, have Granted, Sold and Conveyed, and by these presents do Grant, Sell and Convey unto the said Frank K. Stevens of the County of Brazoria, State of Texas, all that certain tract or parcel of land to-wit:

Let or Tract No. 25 in Division No. 8 in the Brazes Coast Investment Company Subdivision of part of the F. J. Calvit League, Abstract No. 51 in Brazeria County, Texas according to the recorded plat of such subdivision in Flat Pook No. 2 page 144; being the same tract of land conveyed to me by Lasterson, Bee & Voglesang by deed dated August 31, 1909 and recorded in Deed Book 90 page 159 of the records of said county. Said tract originally containing 5 acres of land.

Also a lot in the town of Velasco, being Lot No. 8
Block 641 according to the recorded plat of said town
which is also located in Brazoria County, Texas.
Said lot was conveyed to me by the same deed as the
5 acre tract.

As to the said Tract No. 25 in Division 8, grantor herein excepts from this conveyance, and reserves unto himself, his heirs, or assigns forever, all oil, gas, sulphur and other minerals in and under said 5 acre tract of land together with right of ingress and egress for the purpose of surveying, prospecting producing, storing, processing and marketing of either or any or all of such products.

TO HAVE AND TO HOLD the above described premises, together with all and singular, the rights and appurtenances thereto in anywise belonging unto the said Frank K. Stevens, his heirs and assigns forever; and I do

hereby bind myself, my heirs, executors and administrators, to Warrant and Forever Defend all and singular the said premises unto the said Frank K. Stevens, his heirs and assigns, against every person whomsoever lawfully claiming, or to claim the same or any part thereof, by, through or under me, but not otherwise.

Witness my hand at Terre Haute, Indiana this ____day of 7: lary -, A. D. 1955.

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THE STATE OF INDIANA COUNTY OF VIGO

BEFORE ME, the undersigned, a Notary Public, in and for said County, Indians, on this day personally appeared J. W. Dennis known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, This _ 3 and day of May , A. D. 1955

Clerk County (suft, brez risc)

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The I, Represe Area, that he want of one Jourty of Pole, State of months of multi-line consequences and confessed, HAVE GRAPTED, 30 TORNO, in there are entered Great, Sell and Convey, unto the said The S. Telling a widow, all that car, in the of land lying and being situate

THE STATE OF TEXAS.

County of.....

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared Ethyl H. Villiams, a fewe sold and Richard J. Higgins

known to me to be the person a whose name & are subscribed to the foregoing instrument, and acknowledged to me that ......he ..... executed the same for the purposes and consideration therein expres

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the

(L.S.)

Piled for Record at of your

Clerk County - urt, Prezerta

## THE STATE OF TEXAS, )

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF BRAZORIA

> That I. S.W. Hudgins

of the County of Erozoria and State of , for and in consideration of Техав

the sum of  $T_{T'}$ : (15.5) DOLLARS,

in hand paid by . 69 Frank K. Stevens

Техав , the receipt of which Brazoria and State of of the County of is hearly acknowledged, do, by these presents, BARGAIN, SELL, RELEASE, AND FOREVER Frank K. Stevens QUIT CLAIM unto the said

heirs and assigns, all my, right title and interest in and to that certain tract or parand State of Texas, described as follows, cal of land lying in the County of Brazoria At the contain tract or parcel of land known and deson the direct Mo. 45 in Division Mo. 8 in the Brazos Coast Investwith I make Subdivision of part of the F.J. Calvit League Abstract 1 11 Interport: County, Texas, being the same tract which was the ventently included in a deed to me recorded in Vol.476 pg.232 from A.F. Sulpins conveying numerous lots and tracts of land, it

en en. TO HAVE AND TO HOLD the said premises, together with all and singular the rights, priviher s and appartenances thereto in any manner belonging unto the said. Frank K. Stevens

being an belief that this tract was included in this deed through

heirs and assigns, forever, so that neither the said

Limited Mars heirs, nor any person or persons claiming under shall, at any time hereafter, and the or demand any right or title to the aforesaid premises or appurtenances, or any part there-

WITNESS hand at Velacco, Texas

June

this

A. D. 19 55

Witnesses at Request of Grantor:

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day of

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#### SINGLE ACKNOWLEDGMENT

THE STATE OF TEXAS.

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Filed for Record at 555 0'clock M.,

1925, H. R. Stevens, Jr.

Clerk County Court, Brazoria Co., Texas,

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THE STATE OF TEXAS )

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GRITHRY FE ALL LL C

SEFURE ME, the indepointed actionity, in this two networks ally appeared Thurmond A. Wast, eleven a ment has a world to remain the order of the body and data switch, the end of the following.

I am a son of T. B. West, who died in 1916, and whose will is duly recorded in the Probate Records of this County. He and my motion. Some liver west, the control was the first county.

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Further Affiant calts not,

THE STATE OF TEXAS)
COUNTY OF BRAZORIA)

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#### KNOW ALL MEN BY THESE PINESENTS:

THAT I, Frank K. Stevens of the County of Brazoria, and State of Texas, for and in consideration of the sum of \$4500.00 to be paid to me as follows:

\$180.00 cash in hand paid, receipt of which is hereby acknowledged, and the balance evidenced by one Installment Note of even date herewith in the sum of \$4320.00 payable is 89 regular monthly installments of \$60.00 each, beginning July 5, 1955, one installment being due on the 5th day of each succeeding month thereafter until paid, and one final payment of \$35.34 which will be payable January 5,1963, if not sconer paid. Said note bears interest at 6% per annum, said interest to be amortized in the monthly payments. Grantee shall have the privilege of accelerating the payments on this note by the payment of larger installments which shall be ever multiples of the regular installments. In the event of such acceleration of the payments, equitable adjustment of the interest will be made at the final settlement. The above lien is further secured by Deed of Trust of even date herewith to F.W.Stevens,

Have Granted, Sold and Conveyed, and by these presents do Grant, Sell and Convey unto the said Joe M.Baggett of the County of Brazonia, State of Texas, all that certain tract of land described as follows, to-wit:

Tract No. 25, in Division No. 8, of the Brazos Coast Investment Company's Subdivision in the F.J.Calvit League, Abstract No. 51, in Brazoria County, Texas, according to Plat of said Subdivision recorded in Vol. 2 pg. 143-144 of the Plat Records of said County.

There is excepted from this conveyance all minerals under this tract, which were retained by Mr.J.W.Dennio in his deed to Prank K.Stevens, dated May 2, 1955, recorded in Vol. 621 pg. 307 of the Deed Records, together with the usual rights connected therewith as set out in said deed. It is the intention of the grantor herein to convey to the grantee herein th. Turface Only of the above described tract.

This conveyance is subject to whatever rights the United States of /merica acquired under the easement and right of way for the Intracoastal Canal, which rights included the right of apoil disposal, etc.,
as set out in the easement from Brazoria County to the United States of
America as shown in vol. 319 pg. 61 of the Deed Records of Brazoria
County.

TO HAVE AND TO HOLD the above described premises, together with all and singular, the rights, and appurtenances thereto in anywise

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is under this rank K.Stevens, Records, toin said deed.
grantee herein

United States the Intraposal, etc., ed States of Brazoria

together o in anywise belonging unto the said Joe Baggett, his heirs and assigns forever; and I do hereby bind myself, my heirs, executors and administrators to war rant and forever defend all and singular the said premises unto the said Joe Baggett, his heirs and assigns, against every person whomsoever laterally claiming or to claim the same or any part thereof.

Witness my hand this the DK day of June, A.D. 1955.

Frank 1 Stenen

THE STATE OF TEXAS)
COUNTY OF BRAZORIA)

BEFORE ME, the undersigned authority, a Notary Public in and Brazoria County, Texas, on this day personally appeared Frank K. Stevens known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

of June, 1955.

JANS PRICE

Notary Public in and for Brazoria

County, Texas







THE STATE OF TEXAS )

7603

COUNTY OF BRAZORIA )

KNOW ALL MEN BY THESE PRESENTS: That R. & S. Construction Corp., r corporation, acting herein by and through its President, Sims McDonald, hereunto duly authorized, of Brazoris County, Texas, called the GRANTOR, for and in consideration of the sum of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration, cash to it in hand paid by Clyde M. Newman and wife, Margarette W. Newman, of Brazoria County, Texas, called the GRANTEES, the receipt of which is hereby acknowledged and confessed, and the further consideration of the sum of Ten Thousand Five Rundred Fifty and No/100 Dollars (\$10,750.00) to it in hand paid by W. D. Weller Investment Company, at the special instance and request of the GRANTESS herein, the receipt of which is hereby acknowledged and confessed, and as evidence of such advancement, the GRANTESS herein have executed their

#11162 Joe M.Barnett to T.C.Barnett, et al

Instrument----Warranty Deed Dated---Oct.11, 1960 Filed---Oct. 11, 1960 at 10:50 a.m. Recorded in Deed Book 770 pg. 432

THE STATE OF TEXAS COUNTY OF BRAZONIA

FROM ALL BEST BY THESE PRESENTS:

That I, Joe M. Baggett, of Brazoria County, Texas, Bereinsteer called Granton, for and it consideration of the sum of Ten (\$10.00) pollars cash and other valuable consideration to me in hand pull by T. C. daggett, N. L. Hammonds, M. K. Evans, E. Edgar, S. C. Hays, F. D. Harrell, E. G. Harrell, C. W. Scharland, Ted S. Divon and J. R. Hughes, of Heazoria County, Texas hereinafter carled Grantess, the receipt of which is hereby acknowledged and centescel, and the further consideration of the assumption and agreement by Grantees to pay an 10/11ths portion of the unpaid balance of one certain promissory note in the principal sum of four Thousand Three Hundred Twenry (54320.00) Bellans, payable to Frank K. Stevens with interest thereen and subject to the terms of said note more particularly described in a Warranty Beed wherein Frank k. Stevens convers the property berein described to Jue M. Baggett, which record now appears in Volume 624 on Page 259 of the Beed Records of Awazneja County, Texus, to which reference is here made; and the Scantees herein, upon accepting this deed, expressly assume an 10/11 the portion of such incommunity and cross to pur such portion of such note in full according to its case. tones and effect as a past of the consideration for this deel.

mave GRANTED, SOLD AND CONVEYED and by these presents do hereby GRANT, SELL AND CONVEY upro the sail drantees herein of Brazonia County, Texas, an undivided 10/11ths interest in that certain lot, tract, or parcel of land together with all improvements theorem, lying and being situated in the County of drazonia, State of Texas, more certicularly described as follows, to-wit:

Tract No. 25, in Division No. 5, of the drazos Coast Investment Company's Subdivision in the U. J. Calvit Leanue, Asstract No. 51, in the zoria County, Texas, according to Plat of said Suddivision recorded in Volume 2, page 143-144 of the Plat Decords of said County

To have AND TO TOLD the above described premises, together with all and singular the rights and appurtenances thereto in anywise oclonging unto the said Grantees, their beins and assigns forever, and the Granter does bind himself, his beins and assigns, to WARRANT AND FORE OR ONLESS, all and singular, the said premises unto the said Grantees, their beins and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

WITNESS MY HAND this the 11th day of October , 1960

Joe M. Baggett

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THE STATE OF TEXAS
COUNTY OF PRAZORIA

BEFORE ME, the undersigned authority in and for said County and State on this day personally appeared Joe M. Baggett, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SMAL OF OFFICE this the Atlany of October

Notary Public In & For Brazoria County Texas.

EDUISE S. BAILEY
Motory Public in a.3 for Bezzerle County, Todge
My Commission Expires Date 1, 13 67

DEED vo. 1267 mm 677

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STATE OF TEXAS )
COUNTY OF BRAZORIA )

A. B. Williamson, of Brazoria County, Texas, herein-Chromalloy for American Corporation, after called Lessor, and Chromalley American Corporation, Gulfco Division, a Delaware corporation, hereinafter called Lessee, have this day made and entered into the following:

T

Subject to all the conditions and stipulations hereinafter set forth and the full and faithful performance by Lessee of all the terms, conditions and covenants, hereof, Lessor has leased, demised and rented and by these presents does Lease, Demise and Rent unto Lessee the following described properties:

All of Tracts 25 and 55, Brazos Coast Investment Company Subdivision, No. 8, F.J. Calvit Survey, Abstract 51, Brazoria County, Texas, according to the map or plat of said subdivision as duly recorded in the Brazoria County, Texas Plat Records, to which reference is here made for all purposes.

ΙI

This lease shall be for a period of ten years, beginning the 1st day of November, 1975 and shall continue for a period ending on October 31, 1985, but should the Lessee or its successors or assigns fail to comply with any of the conditions and stipulations herein contained, it shall be optional with Lessor, his heirs or assigns, or legal representatives to terminate said lease as hereinafter provided.

III

The Lessee obligates and binds itself to pay to the Lessor, as rentals, the sum of \$72,000.00. Said rentals shall be payable in monthly installments of \$600.00 each, the first monthly installment having been paid, the receipt of which is hereby acknowledged by Lessor, and

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the second monthly installment shall be due and payable on or before December 1, 1975, and a similar monthly installment shall be due and payable on the first day of each succeeding month thereafter for a total of 120 monthly installments, said installments being payable to Leasor at Lessor's cidress hereinafter set cut.

IV

Lessor warrants that all ad valorem taxes assessed against the premises have been paid to and including the year 1974.

1

As further consideration for this lease, the Lessee obligates and binds itself to pay off and discharge all taxes, assessments and any and all other charges which may be levied, charged or imposed as a lien upon said premises, or any part thereof, including any and all improvements thereon which may be placed upon the premises or any part thereof during the term of this lease, all of which shall be paid off, satisfied and discharged before any penalties are incurred or imposed upon said premises.

۷ï

It is understood by and between the parties hereto the lands described herein are vacant and unimproved, and it is expressly agreed that the Lessee may use said premises during the term hereof for any lawful purpose or purposes including, but not limited to, any and all riparian rights and canal use rights, together with the right to erect, construct or locate upon the leased premises any improvements, permanent or otherwise, attached to said land or otherwise, which Lessee in its discretion shall determine, including the right to maintain, repair, remove and replace the same at all times, from time to time.

VII

Lessee shall and may peaceably have, hold and enjoy the demised premises together with all of the rights, privileges, easements and appurtenances necessary or incidental

## VIL 1267 1111 679

to the enjoyment of the demised premises, subject to the terms and conditions hereof and provided Lessee pays the monthly installments on the rentals herein recited and also performs all of the other covenants and agreements contained merein.

#### VIII

Lessee has inspected the premises and accepts them in their present condition.

IX

No mechanic's lien or any other lien shall ever be created by the Lessee, either statutory or voluntary, that shall in any manner affect or impair therights of the Lessor in and to said premises, including any improvements that may be constructed and placed thereon and in case of forfeiture of this lease as herein provided for, the right of the Lessor to take said property and all improvements thereon free and unencumbered from any and all liens created by the Lessee shall not in any manner be affected or impaired, and all such liens created by the Lessee, voluntary or involuntary, shall always be subordinate and inferior to the superior rights of the Lessor under the terms of this contract.

x

It is understood that whenever in this lease the word "Lessor" is used it shall apply to and inure to the benefit of the Lessor, or his heirs, or legal representatives or assigns and that whenever the word "Lessee" appears it shall apply to and inure to the benefit of the Lessee, its successors and assigns and that the Lessee shall have the right to assign this lease or to sublet said premises or any part thereof, provided it has fully complied up to the date of such assignment or subletting with all of the stipulations and agreements herein contained and further providing that the assignee or sublessee shall agree, in writing, to abide by all of the terms, conditions and stipulations contained

# DEED TO 1267 FACE 680

in said lease and shall obligate themselves to perform the same.

XI

In the event the Lessee shall fail to pay any taxes, assessments or other charges imposed by law which would be a Lien on said property within the time specified by law for its payment, then Lessor shall have the right to pay off such taxes, assessments or other charges that are liens on said property or to redeem said premises from the same and the amount so paid by the Lessor, including reasonable expenses and all costs which have been incurred by such failure shall bear interest from the date of such advancement or payments at the rate of ten per cent per annum, until the same has been repaid.

XII

The rights granted Lessor in this lease are cumulative and are not to be construed as exclusive of any other rights or remedies allowed by law and that the possession of said premises by the Lessee, or its assigns, shall be subject to the provisions, terms, conditions and stipulations herein contained and shall be so held by the Lessee as tenants of the Lessor.

IIIX

In the event Lessor shall, without default on his part, be made party to any litigation commenced by or against the Lessee, then the Lessee shall pay all costs including attorney's fees incurred by or against the Lessor or in connection with such litigation and fully indemnify the Lessor against such costs, damages and expenses and it is further stipulated and agreed that in the event the Lessee fails to comply with the covenants and agreements set forth in this lease and the Lessor shall resort to litigation to compel the Lessee to comply with the terms hereof and should be successful therein that all costs and expenses

including reasonable attorney's fees that the Lessor incurred in said litigation shall be paid by the Lessee.

XIV

In the event Lesses fails to comply with the terms of this agreement, then Lessor shall give notice to Lessee of the failure to comply by giving written notice addressed to the Lessee at the address hereinafter provided by certified or registered mail, whereupon Lessee shall have thirty days from the date said notice is deposited in the post office addressed to the Lessee at the address hereinafter set forth to correct such failure or compliance. In the event Lessee fails to comply with the notice within thirty days from the date of deposit in the U. S. Post Office, then Lessor shall, at Lessor's option, terminate the contract for all purposes and take over possession of said properties or Lessor, at asor's option, may demand the unpaid rent for the remaining ten year term due and payable or Lessor, at Lessor's option, may require Lessee to purchase the premises in accordance with the agreement to purchase as hereinafter set forth.

χV

Notice as provided hereunder shall be given as follows, or such other addresses as may be supplied in writing by one party to the other during the term of this agreement.

Address of Lessor

RFD Route 1 Angleton, Texas 77515

Address of Lessee

P. O. Box O Freeport, Texas 77541

XVI

Lessee has agreed and by this instrument does hereby agree to purchase the above described lands on or before October 31, 1985 upon the following terms and conditions:

- A. Lessee shall give Lessor thirty days notice of its intention to purchase.
- B. Lessee shall execute and deliver to
  American Title Commany, Angleton, Texas, a general
  warranty deed, said deed being from Lessor, his heirs
  or assigns, and the Grantee in said deed shall be
  Lessee, its successors and assigns. Said general warranty
  deed shall provide that the premises shall be free and
  clear of all liens and encumbrances.
- C. Lessee shall pay to Lessor the sum of \$60,000.00 representing the purchase price for said premises plus any unpaid rentals due and owing prior to the date of closing plus any and allother costs, taxes, assessments or amounts owing by Lessee to Lessor under the terms of this contract.
- D. Lessor will furnish an owner's title policy to Lessee from American Title Company, Angleton, Texas, its successors and assigns, the costs of said owner's title policy to be borne by Lessee.

#### XVII

Lessor has agreed and by this instrument does hereby agree to furnish Lessee a leasehold title policy to be issued by American Title Company, Angleton, Texas, in the amount of the agreed rentals, namely, \$72,000.00.

#### 1)IVX

This agreement shall be binding by all parties hereto, their heirs, administrators, executors, successors and assigns. The effective date of this agreement is November 1, 1975.

day of Joseph Lee . 1975.

A. B. Williamson LESSOR

CHROMALLEY SFF THE CHROMALLEY AMERICAN CORPORATION,

GULFCO DIVISION

B. L. Tanner,

President

GESSEE

## VBI 1267 MAL 683

STATE OF TEXAS COUNTY OF BRAZORIA )

Before me, the undersigned authority, on this day personally appeared A. B. Williamson, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this the day of November, 1975.

Jose Claire Janne Notary Public in and for Brazoria County, Texas

JOYCE FLAGAT TANNER Netary Politic

OF TEXAS COUNTY OF BRAZORIA Brazoria County, Texas

Before me, the under '-ned authority on this day personally appeared B. L. Tamer, known to me to be the person whose name is subscribed to the foregoing instrument, as President of Chromalley American Corporation, Gulfco Division, a corporation, and acknowledged to me that he executed the same for the purposes and consideration therein expressed in the apacity stated, and as the act and deed of said corporation.

diven under my hand and seal of office this the

Notary Public in and for Brazoria County, Texas

.⊈c.:ua

STATE OF TEXAS COUNTY OF BRAZORIA

Before me, the undersigned authority, on this day personally appeared B.L. Tanner, known to me to be the person whose name is subscribed to the foregoing instrument, as President of Chromalloy American Corporation, Gulfco Division, a corporation, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity stated, and as the act and deed of said corporation.

Given under my hand and seal of office this the day of November, 1975.

Notary Public in and for Brazoria

County, Texas

FILED FOR RECORD

NOV 6 1975

H. R. STEYENS, JR.

## DEED vol 1500 mg 575

## 6383 GENERAL WARRANTY DEED

THE STATE OF TEXAS I KNOW ALL MEN BY THESE PRESENTS:

THAT A. B. WILLIAMSON and wife, MARGARET G. WILLIAMSON, both of Brazoria County, Texas, hereinafter called "Grantors", for the consideration hereinafter sec out, have GRANTED, SOLD and CONVEYED, and by these presents hereby do GRANT, SELL and CONVEY unto CHROMALLOY AMERICAN CORPORATION, a Delaware corporation with its principal office located at 120 South Central Avenue, St. Louis, Missouri, hereinafter called "Grantee", all those certain lots, tracts or parcels of land, together with all improvements located thereon, situated in Brazoria County, Texas, and described as follows:

### TRACT ONE:

THE SURFACE AND SURFACE ONLY of Tract No. 25, Brazos Coast Investment Company Subdivision No. 8, F. J. Calvit League, Abstract No. 51, Brazoria County, Texas, according to the map or plat thereof duly recorded in the Plat Records of said County and State, to which reference here is made for all purposes.

### TRACT TWO:

Tract No. 55, Brazos Coast Investment Company Subdivision No. 8, F. J. Calvit League, Abstract No. 51, Brazoria County, Texas, according to the map or plat thereof duly recorded in the Plat Records of said County and State, to which reference here is made for all purposes.

This conveyance is made and accepted subject to all of the following easements, rights-of-way, mineral and royalty reservations and exceptions:

(a) All oil, gas, sulphur and other minerals excepted and reserved in Tract 25 as described in Deed from J. W. Dennis to Frank K. Stevens, dated the 2nd day of May, 1955, of record in Volume 621, Page 307, of the Deed Records of Brazoria County, Texas.

D - 162

## VOL 1500 PIGE 576

- (b) All minerals excepted in Tract No. 25 as described in Deed from Frank K. Stevens to Joe M. Baggett dated the 5th day of June, 1955, of record in Volume 624, Page 259, of the Deed Records of Brazoria County, Texas.
- (c) An undivided 1/8th non-participating royalty interest in Truct No. 55 reserved in Deed from James Francis McSherry and Pritchett Harvey to A. B. Williamson, dated the day of May, 1963, of record in Volume 868, Page 959, of the Deed Records of Brazoria County, Texas.
- (d) Easement and spoil disposal rights granted by Brazoria County, Texas, to the United States of America by instrument dated the 11th day of January, 1939, of record in Volume 319, Page 61 of the Deed Records of Brazoria County, Texas.
- (e) Easement for highway or road purposes granted to Brazoria County by Joe M. Baggett, et al by instrument dated April 24, 1961, of record in Volume 798, Page 674, of the Deed Records of Brazoria County, Texas.
- (f) Easements shown on plat of Brazos Coast Investment Company Subdivision No. 8 appearing in Volume 2, Fage 141, et seq. of the Plat Records of Brazoria County, Texas.

The consideration for this conveyance is the sum of TEN (\$10.00) BOLLARS cash and other valuable consideration, the receipt of which hereby is acknowledged.

TO HAVE AND TO HOLD the above described premises together with all and singular the rights and appurtenances thereto in anywise belonging unto the said Grantee, its successors and assigns forever, and Grantors hereby bind themselves, their heirs, executors and administrators to WARRANT and FOREVER DEFEND, all and singular, the said premises unto the said Grantee, its successors and assigns, against every person whomsoever, lawfully claiming or to claim the same or any part thereof.

WITNESS the execution hereof, this the 29th day of Ielmany, 1980.

A. B. WILLIAMSON

MARGAREY G. WILLIAMSON

## DEED VOL 1500 mge 577

THE STATE OF TEXAS Ĭ COUNTY OF BRAZORIA ĭ

BEFORE ME, the undersigned authority, on this day personally appeared A. B. WILLIAMSON

known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 29-th day ary , 1980.

> Notary Public in and for County, Texas

My Commission Expires: 2-28-8/

MADALYNE REICHENBACH

MOTARY PUBLIC IS AND FOR BEAUDREY COURTS, INTAS

THE STATE OF TEXAS

COUNTY OF BRAZORIA

BEFORE ME, the undersigned authority on this day personally appeared Margaret G. Williamson, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that she executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 3 rd day of March, 1980.

> Notary Public in and for Brazoria County, Texas

NOTARY PUBLIC IN AND LOR BURNEAU COURSE, TRIAC

FILED FOR RECORD AT SILL O'CLOCK M

MAR 5 1980

H. R. STEVENS, JR. CLERK COUNTY COLUTE MAZDRIA COLUTEXAS

## DEED MGE 580

6385

### LEASE TERMINATION AND RELEASE

THE STATE OF TEXAS I KNOW ALL MEN BY THESE PRESENTS:

THAT WHEREAS, on the 5th day of November, 1975, a certain Lease Agreement, of record in Volume 1267, Page 677, of the Deed Records of Brazoria County, Texas, was entered into by and between A. B. WILLIAMSON of Brazoria County, Texas (therein and herein called "Lessor"), and CHROMALLOY AMERICAN CORPORATION, a Delaware corporation (therein and herein called "Lessee"), involving the following described properties:

All of Tracts 25 and 55, Brazos Coast Investment Company Subdivision No. 8, F. J. Calvit Survey, Abstract 51, Brazoria County, Texas, according to the map or plat of said subdivision as duly recorded in the Brazoria County, Texas, Plat Records, to which reference is here made for all purposes; and

WHEREAS, in said agreement the Lessee agreed, among other matters, to purchase the aforesaid property and premises from Lessor on or before October 31, 1985, for the consideration and upon terms and conditions therein set out; and

WHEREAS, said Lessee has given to said Lessor the required notice of Lessee's intention to purchase said property and Lessee has in all other respects complied with all of its obligations under said lease, and the parties do desire to terminate said lease effective immediately following the sale and conveyance of said property to Lessee by Lessor and to release each other of and from all obligations thereunder;

NOW, THEREFORE, in consideration of the foregoing and of the mutual promises and agreements herein contained, the parties hereby agree as follows:

## DEED vol 1500 mgt 581

#### Section 1

- 1.1 Lessor acknowledges that Lossee has paid to Lessor all rental payments to and including the date of this agreement which Lessee was obligated to make under and pursuant to the aforesaid lease agreement and that no further payments shall be required under said agreement for the reason that effective of even date and simultaneously herewith, but by separate instrument, Lessor is selling and conveying to Lessee and Lessee is purchasing and accepting from Lessor the aforesaid properties.
- plied with, performed and discharged any and all other obligations of whatsoever nature either to Lessor or to third parties imposed upon Lessee by said lease agreement and hereby fully releases and discharges Lessee of and from any and all further obligations, past or present, accruing under or in any manner connected with said lease agreement, except the obligation to proceed with the purchase of said properties from Lessee as referred to above. Lessee likewise fully releases lessor of and from all further obligations under said lease, except the obligation to proceed with the sale and conveyance of said properties to Lessee as referred to above.
- 1.3 The parties hereby agree that effective of even date herewith but immediately following and conditioned upon the closing of the sale and conveyance of the aforesaid leased premises to bessee by besser said lease agreement hereby is terminated.

WITNESS the execution hereof, this the 29 day of

LESSOR:

B. WILLIAMSON

LESSEE:

CHROMALLOY AMERICAN CORPORATION

By Cla For Line

- 4 -

### DEED

## VOL 1500 PAGE 582

#### JOINDER BY WIFE OF A. B. WILLIAMSON

MARGARET G. WILLIAMSON, wife of A. B. Williamson, hereby joins in the execution of this instrument to evidence her agreement to be bound by it insofar as it may affect any interest she may have in said property.

THE STATE OF TEXAS COUNTY OF BRAZORIA

BEFORE ME, the undersigned authority, on this day personally appeared A. B. WILLIAMSON and MARGARET G. WILLIAMSON, known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 300 , 1980.

> Notary Public in and for Brazoria County, Texas My Commission Expires:

> > MULAC PROTEIN

THE STATE OF

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COUNTY OF

MOTINT PUBLIC IN ANY LOSS LANDONIA COURSE, INCAM

BEFORE ME, the undersigned authority, on this day

personally appeared u. n. Leathers

Vice-President, Natural Resources Company, a Division

of Chromalloy American Corporation, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity therein stated and as the act and deed of said Corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 32 day of March , 1980.

> FILED FOR RECORD 8 06 POINT

> > MAR 5 1980

H. R. STEVENS, JR. CLERK COUNTY COUNTY, MAZORIA CO., TEXAS and de Should

Notary Public in and for

My Commission Expires:

SUSIE PATTON SOLERY BUBLIC IN ALB THE BESTURIA COURTY, THEAS

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# Tract No. 55

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THE STATE OF TEXAS	IT DISTRICT COURT OF BRAZORIA CO.
Vs No 36,760	JANJUNE A.D. Term 1956
PATRICK MCSHERRY, RT AL	_
att parties have been cited by pudefend this suit or to file an an W. T. Rochelle	of Defendants are unknown, and that blication and none have appeared to sver. Therefore the Court appoints to defend this suit in behalf of
LIST OF THE JUDGEMENT OF THE COUR	G. P. Hardy, Jr. Presiding Judge F: Rendered Jan. 23, 1956
for itself & Brazoria County and Brazoria County Ravigation Brazoria County Drainage Di Brazoria County Road Distri	strict No V ct No 8 ntv School District No. 26
Bragosport	Independent School District
Recites Delinquent Taxes due by D	efendants on Tract No. One, being 5 as Division 8. Brazoria County, Texas
To Plaintiff Years 1929 to 1954	& 58.06 Suit #25.149 \$ 39.36
To Intervenor School 1945 to 195 To Intervenor City	4 <u>18.47</u>
Recites Delinquent Texes due by D	·
as follows:	*
To Plaintiff, Years To Intervenor School	
To Intervenor City	
	efendants on Tract No. Three, being
as follows:	<u> </u>
To Pleintiff, Years To Intervenor School	
To Intervenor City	<del></del>
	efendents on Tract No. Four, being
as follows:	
To Plaintiff, Years To Intervenor School	
To Intervenor City	
	·
It is decreed that Plaintiff Districts for which it collects to sums above set out together with 6% and that the Intervenors do re interest and that if not paid that the property to pay such cases	cover the sum so shown with 6%

D - 164

Owner of such property may within 2 years redeem same as provided by law, and that a writ of possession shall not issue to the purchaser until the right of redemption has expired.

Given under my hand and seal of office this the

173

Semis Mic (LELAND B KED)

Notary Public in and for Brazoria County, Texas

unty Count, Emagemia Co., Texas,

The State of Iowa,

## 14704

Maluak juj™u.

County of Polk Before me, the undersigned authority, on this day personally appeared Francis McSherry, to me well known, who, being first duly sworn by me to speak the truth, the whole truth, and nothin g but the truth, does depose and say:

My full name is James Francis McSherry. I generally sign my name as I am 37 years old, and have resided in Besmoines, Francis McSherry. Polk county, Iowa, for the past 37 Years. 'y father and mother were Fatrick McSherry and wife , Ellen Agnes McCherry. They resided in Des Moines lowa, for many years before their respective deaths. My father, Fatrick McSherry, died in Des Moines, Iowa, on October 28, 1930. He left a will, which was duly probated in Folk county, Iowa, under Probate No.19222; by which will he devised all of his estate, real and personal, to his wife, Mrs. Ellen Agnes McSherty, and appointed her executrix of his will. My mother, the said Mrs. Ellen Agnes McCherry, died without leaving a will, day of More , 1960, in Des Toines, Iowa; and on the _______ she was buried in the Allenwell . __Cemetery, in said city. She never re-married after the death of her husband, Fatrick McSherry. I was the only child born issue of the marriage of my aforesaid father and mother, and neither of them were ever erried to any other person, than to each other. No other child, than myself, was ever born to either of them.

My father and mother ownedreal estate in Brazoria county, Texas, described as Tract #55 in Subdivision #8 of the Brazos Coast Investment company's subdivision, and also Lot No.5 in block no. 763 in Velasco, in Brazoria county, Texas. I have heard my father speak of said property, and that he bought same from the Brazos Coast Investment company; and I know he paid taxes on said roperty for a number of years.

Witness my hand at Des Moines, Iowa, this 2 day of August, 1956.

Subscribed and sworn to before me by Francis McSherry on this 31st day of August, 1956. And the said Francis McSherry, being known to me to be the person whose name is subscribed to the foregoing instrument, acknowled to me, the undersigned Notary lublic in and for Polk county, lows, that he executed the foregoing instrument for the purposes and consideration therein theresaed. Givenumber my hand at Des Moines, in Polk county, lows, and the subscribe of August, A-D.1956.

🐱 D - 166

Laurence Peter Christiansen.

Notary Public in and for Polk county, lows.

The State of Iowa,

dilas Car Recurd 🗪

## 14705

County of Polk. Before me, the undersigned authority on this day personally appeared Andrew G. Bernetz, to me well known and who, being by me first duly sworn to speak the truth, the whole truth, and nothingbut the truth, does depose and says

My hame is Andrew G. Bermetz, and I reside in Des Moines, in Polk county, Iowa, and have resided in said place for the past 37 years. I am well acquainted with Francis McSherry, who resides in Des Moines, Iowa; and have known him since he was a baby. I was also acquainted with his father and mother, namely, Fatrick McSherry and wife, Mrs. Ellem Agnes McSherry, both of whom lived in Des Coines, lowe, for about 40 years to my knowledge. Mr. FatrickMcSherry died in lolk county, at his residence in Des Moines, lowa, about October, 1930. His wife survived him, and she died, also in Des Moines, Iowa, on 'ovember 4th, 1950. The said Patrick McSherry and wife, Ellen Agnes: McSherry, had only one child, issue of their marriage, said child being the above named Francis MaSherry. I was well acquainted with Patrick McSherry and with his wife, Mrs. Ellen Agnes McSherry, and with their said son, Francis McSherry and visited with them on many occasions, and they visited mily, as neighbors, for about 37 years. with myself and ma I now reside at 2406 Woodland wearde, Des Moines, Iowa.

Witness my hand at Des Moines, Iowa, this ____ day of September, A.D. 1956.

Subscribed and sworn to before me by Andrew G. Fermetz, on this _ 7 day

of Se tember, A.D.1956. And the said Andrew C. Fermetz, being known to me to be the person whose name is subscribed to the foregoing instrument, on this day personally appeared before me, the undersigned authority, and acknowledged to me that he executed said instrument for the purposes and consideration therein expressed.

mary H Germer

Given under my hand and seal of office, at Des Moines, in Polk county, Iowa, on this _____ day of September, A.D.1966.

Notary Public in and for Polk county, Iowa.

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172 W

## 14705

The State of lowa,

County of Polk. Before me, the undersigned authority on this day personally appeared Andrew G. Bermetz, to me well known and who, being by me first duly sworn to speak the truth, the whole truth, and nothingbut the truth, does depose and say:

My name is Andrew G. Bermetz, and I reside in Des Moines, in Polk county, lows, and have resided in said place for the past 37 years. acquainted with Francis McSherry, who resides in Des Moines, Iowa; and have known him since he was a baby. I was also acquainted with his father and mother, namely, Fatrick McSherry and wife, Mrs. Ellen Agnes McSherry, both of whom lived in Des Coines, Iowa, for about 40 years to my knowledge. Mr. PatrickMcSherry died in lolk county, at his residence in Des Moines, Iowa, about October, 1930. His wife survived him, and she died, also in Des Moines, Iowa, on "ovember 4th, 1950. The said Patrick McSherry and wife, 511en Agnes McSherry, had only one child, issue of their marriage, said child being the above named Francis McSherry. I was well acquainted with Patrick McSherry and with his wife. Mrs. Ellen Agnes McSherry, and with their said son, Francis McSherry and visited with them on many occasions, and they visited with myself and r amily, as neighbors, for about 37 years. I now reside at 2406 Woodland avenue, Des hoines, Iowa.

Witness my hand : t Des Moines, Iowa, this _____ day of September, A.D. 1956.

Subscribed and sworn to before me by Andrew G. Eermetz, on this _ ___ day

of Se tember, A.D.1956. And the said Andrew G. Bermetz, being known to me to be the person whose name is subscribed to the foregoing instrument, on this day personally appeared before me, the undersigned authority, and acknowledged to me that he executed said instrument for the purposes and consideration therein expressed.

andrew H Germ

Sideration therein expressed.

Civen under my hand and seal of office, at Des Hoines, in Polk county, lows, on this ______ day of September, A.D.1956.

Mary C Hahr

Notary Public in and for Polk county, Iowa.

I Patrick 111e Sherry being of sound mund rand disposing memory hereby makes and dellace this to be my last will and testament as follows . I give of devake un devale will my wife Ellen agree mc Sherry all of my property, both real + personal I teerby appoint my wife Eller agrees 11/ Therry to act as mile executor and tes execution of my estate of derect that she be not required to give bonde · Wated at Ales Moines Ra this 25th ray of Det 1930 Patrick Fre Shave Mere Refle O'Donoghue GleRonal Be it remembered that on this 25th day of October 1930 Patrick Me Sherry executed, the above will consisting of and pages in our presente It has to request t in his presence and in the presence of each other we witness the same Mrs. Nelle O'lloroghue HURray at

at the same

•				
				; - i
	·			
In the District Court of the State of Io	wa, in and for	Polk County	:	
In the Matter of the Last Will				
Patrick Mc Sherry	} !	•		
of Polk County, State of Iowa, Deceased.	<u>ر</u> ا	1	. /	<i>^</i> _
BE IT REMEMBERED, That on the	day of Kee	ember		9 3 C
this matter came on for a hearing, and it appearing	that, a written inst	rument consisting	or or	P
- the page	and rigned by	Patri	est he	Herr
as held last will and testament and also signed by	<b>7.</b>		<b>D</b> X	D of 5
Des Mama towa		Som	Zonogi	اسو
no mitnessee, was duly opened and read as by law re-		e notice has been	given as the L	gw di-
rects, and also after due examination of the witness	mon	ellie 04	Downsk	ليسو
who signed the foregoing instrument.			, 0	·
It is therefore ordered and decreed that the fa	regoing described	ipstryment purpor	ting to be th	ie last
will and testament of	ck m	himmy	dec	zesid, ,
and bearing date of the 25 th day of	ctober		. D. 19.	be and
hereby admitted to probate and ordered of record a		eriament of said d	eceased.	<u> </u>
Ellen Ugney Messucry	is affect	morted a	<u>ul enel</u>	-
withour found accord	and to	the Dead	-147	azy.
		ey bade		
	Judge of t	W North Judicial	District of Io	
	State of the second second second			10.00

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In the District Course of the Steel on forwarm and nor. In the Matter of the Estate of Preliminary Inheritation Tax Report PATRICE MOSERRY Comes now Files A Magnestrator or Trusteei Ellen MoSherry Petrick McSherry 55: Des Moines | 10/28/30 | Testate loss Des Meines, lowe BENEFICIARIES UNDER WILL OR HEIRS AT LAW IN INTESTATE MATTERS Age Relationship to Decedent P. O. Address legal Wife Des Moines, Your. Ellen McSherry James Francis EcSherry 11 DESCRIPTION Gregon Valley Land Co's. Addition to Lakeview id of the st of the Sat of the Hat - 36 39 Lake County, Cregon Tract 455 in Subdivision #8 of the Brazos Coast Investment Co's. Subdivision in Brazogga County, Texas, U.S.A. 10 Lot #5 in Blk. #763 in the City of Velacco in Brasonia County, Texas Lot 1 in Blk. 34, NoCaeland & Yours Addition to Rest Granite City, Ill. Lot 171 in Tright's Grove, now included in an forming a part of the City of Des Moines, Iowa

#### INVENTORY OF PERSONAL PROPERTY

In listing movey on deposit give name of depository. In listing Cartificates of Deposit give date, rate of interest, etc. All items should be as fully described as possible in this report.

## SCHEDULE I. CASH-MOREY ON DEPOSIT-CERTIFICATES OF DEPOSIT-ACCOUNTS RECEIVABLE

in a series of the series of	DESCRIPTION			Val	·
	DESCRIPTION			741	<b>44</b>
\ '~	NONE	, -	•	\$	
. \					١

#### Estimated Total Value

## SCHEDULE II. STOCKS BONDS NOTES MORTGAGES

 DESCRIPTION		Value
 Automatic Chupler 100 shares	,	100.00
Co.		·
Retinated Total Walnut		January Language

NONE

HOME

Estimated Total Value \$

Estimated Total Value

### SCHEDULE IV. TRANSFER-BILLS OF SALE-JOINT PROPERTY-LIFE INSURANCE, ETC.

LIST ALL PROPERTY COVERED BY THE FOLLOWING INSTRUCTIONS,

- All property transferred by deed, grant, sule, gift or transfer of any nature to contemplation of death or in which deed easier or presented by decembed to become effective at death.

  All property transferred by decembed to become effective at death.

  All property transferred by decembed a joint interest.

  All property passing by reason of exercise of power of appointment or failure to exercise such power vested in decembed where instrument.

  All property located outside the state. Give its estimated value.

  List insurance. Give name of beneficiary.

X,

- 1. Ecne
- з.
- 3.
- 4.
- 5.
- Woodman of America 6. \$1500.60 Ellen McSherry, Beneficiary.

Street Car Company Ins. 1000.00

Estimated Total Value 2500.00

#4748

CLERK'S CHETEFICATE		raen antonium, pily iniquita Million
		•
STATE OF IOWA Polk County 89.	•	
I, Michael H. Doyle, Jr.,	Clerk of the District Court, within and for th	e County and State aforesaid, do hereby
certify the foregoing to be a f	full, true and complete copy of W111 B	nd Inventory in the matter
of the estate of P	atrick McSherry, being prob	ate no. 19222
		·
<del></del>	<u> </u>	<del></del>
as full, true, correct and comp	olete, as the same remains of record in my of	fice.
3n Q	Cestimony Schereof, I have hereunto	set my hand and affixed the seal of said
	District Court thisday	of July 56
		OYLE, Clerk of Said Court.
		P Photos de la court
	.py	Company of the second
	V	- Uijaag.

#14313
Francis McSherry
to

Walter Yerby, Tr.

Instrument---Deed of Trust

Dated---November 15, 1957

Filed---Nov.19, 1957 at 8 a.m.

Recorded in D/T Vol. 178 pg.156-158-

The State of Texas, 14313 Know All Men By These Presents:

THAT THE UNDERSIGNED , Framis Mesherry, of Dec Moines, in

of the County of policy and state of Town will be and Conveyed, and by these presents do Grant, Bargain, Sell and Convey unto Baltar Yerby.

Trustee, and to his auccessor or substitute in this trust, and to his and their assigns hereunder forever, the following described property, situated, lying and being in the County of Barris and State of Texas, to-wit:

Brazos Coast I westment company's subdivision in Brazoria county,

Texas, according to the plat of said subdivision recorded in Vol.____

page ____ of the deed records of Brazoria county, Texas, to which

reference is here made for further description of said land.

Also Lot number five in block No.763, in the town of Velasco, according to the recorded Map of said Velasco, and in Brazoria county, Temas.

For the sum of Two Humired and Sixty-five (\$265). Dollars, dated November 15th, 1957, bearing eight per cent per amoun interest from 1 1ts date, maturing on the loth day of May, 1958, and providing for tem per cent attorney's or collected fees if collected by foreclosure of this deed of trust, or through suit, or probate court

with interest thereon from

date ------

ment paid

at the rate of 61218 per centum per annum, said principal and interest psychle

as it accrues at the office of Texas National Bank. Houston, Texas
It is agreed that if default be made in the payment of any principal or interest on said note, or in the performance of the covenants or agreements herein contained, or any of them, then at the option of the legal holder of said note, the whole of the principal debt herein secured shall become due and payable, and may be collected by suit or by proceedings hereunder; and it is further agreed that if said indebtadness is not paid when due, and is placed in the hands of an attorney for collection, or if collected through the Probate Court, ten per cent, additional on full amount thereof shall be added as attorney's fees.

It is also agreed that this Deed of Trust covers any and all renewals of the above described indebtedness.

NOW. THEREFORE, if the said indebtedness be paid, both principal and interest, as the same becomes due and payable, and if the covenants and agreements herein contained be kept and performed, than, and in that case only, this convayance shall become shall become shall become shall become shall become shall become wholly clear of said debt, and these presents released in due form at the Grantor's cost, otherwise to remain in fall force and effect; but if default shall be made in the payment of said note, or any installment of interest thereon, when the same shall become due, or in case of the breach of any of the agreements or covenants herein mentioned, then at the request of the legal holder of said note, the said Trustee, or his successor or successors appointed hereunder, is hereby authorised and empowered to sail

the land hereby conveyed, at public auction, to the highest bidder for cash, at the Court House door of......

Branchia County, Texas, between the hours of ten o'clock a.m. and four o'clock p.m., on the first Tuesday in any month after having given notice of the time, place and manner of sale by pesting written notices thereoff at three public places in said county, one of which shall be at the Court House door of said county, for three consecutive weeks prior to the day of sale, and it is hereby agreed that the said Trustee, or his successor, may sall said property, to gether or in lots or parcels, as to him shall seem expedient; and after said sale as aforesaid, shall execute and deliver to the purchasers or purchasers thereof, good and sufficient deed or deeds in law to the property so sold, in fee simple, with the usual warranties, and shall receive the proceeds of said anle, and out of the same shall pay: First, all charges, costs and expense of executing this trust, including a fee of 5% to the Trustse on the total of the indebtedness secured by this Deed of Trust; Second, the note above described and all sums of money due or to become due bereunder, with interest as agreed; and, Third, shall render the overplue, if any, unto the undersigned herein, or legal representatives or assigns.

AND THE PROCESS OF FURTHER ACCUMANTAMENTAL FURTHERING.

174 IN LIGHT AND THE PROCESS OF THE PROCESS OF THE PROCESS OF THE PROCESS OF THE PROCESS OF THE PROCESS OF THE PROCESS OF THE PROCESS OF THE PROCESS OF THE PROCESS OF THE PROCESS OF THE PROCESS OF THE PROCESS OF THE PROCESS OF THE PROCESS OF THE PROCESS OF THE PROCESS OF THE PROCESS OF THE PROCESS OF THE PROCESS OF THE PROCESS OF THE PROCESS OF THE PROCESS OF THE PROCESS OF THE PROCESS OF THE PROCESS OF THE PROCESS OF THE PROCESS OF THE PROCESS OF THE PROCESS OF THE PROCESS OF THE PROCESS OF THE PROCESS OF THE PROCESS OF THE PROCESS OF THE PROCESS OF THE PROCESS OF THE PROCESS OF THE PROCESS OF THE PROCESS OF THE PROCESS OF THE PROCESS OF THE PROCESS OF THE PROCESS OF THE PROCESS OF THE PROCESS OF THE PROCESS OF THE PROCESS OF THE PROCESS OF THE PROCESS OF THE PROCESS OF THE PROCESS OF THE PROCESS OF THE PROCESS OF THE PROCESS OF THE PROCESS OF THE PROCESS OF THE PROCESS OF THE PROCESS OF THE PROCESS OF THE PROCESS OF THE PROCESS OF THE PROCESS OF THE PROCESS OF THE PROCESS OF THE PROCESS OF THE PROCESS OF THE PROCESS OF THE PROCESS OF THE PROCESS OF THE PROCESS OF THE PROCESS OF THE PROCESS OF THE PROCESS OF THE PROCESS OF THE PROCESS OF THE PROCESS OF THE PROCESS OF THE PROCESS OF THE PROCESS OF THE PROCESS OF THE PROCESS OF THE PROCESS OF THE PROCESS OF THE PROCESS OF THE PROCESS OF THE PROCESS OF THE PROCESS OF THE PROCESS OF THE PROCESS OF THE PROCESS OF THE PROCESS OF THE PROCESS OF THE PROCESS OF THE PROCESS OF THE PROCESS OF THE PROCESS OF THE PROCESS OF THE PROCESS OF THE PROCESS OF THE PROCESS OF THE PROCESS OF THE PROCESS OF THE PROCESS OF THE PROCESS OF THE PROCESS OF THE PROCESS OF THE PROCESS OF THE PROCESS OF THE PROCESS OF THE PROCESS OF THE PROCESS OF THE PROCESS OF THE PROCESS OF THE PROCESS OF THE PROCESS OF THE PROCESS OF THE PROCESS OF THE PROCESS OF THE PROCESS OF THE PROCESS OF THE PROCESS OF THE PROCESS OF THE PROCESS OF THE PROCESS OF THE PROCESS OF THE PROCESS OF THE PROCESS OF THE PROCESS OF THE PROCESS OF THE PROCESS OF THE PROC

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IT IS SPECIALLY AGREED that when, as and if any accelerated maturity of any item secured by this instrument may be declared due under any term of this or any other paper evidencing the debt or any part thereof, that the rankinum amount that can be collected for or on account of the debt shall be the principal amount thereof and interest accrued to the date of payment at not to exceed ten per cent per annum. That if any possible construction of any and all of the papers may seem to indicate any possibility of a different power given to the creditor or any authority to sak for, demand or receive any larger rate of interest the parties covenant that same is a mistake in calculation or working which this clause is intended to override and control.

IT IS SPECIALLY AGREED that in case of any sale hereunder, all prerequisites to sale sale shall be presumed to have been performed, and that in any conveyance given betweender all statements of facts, or other resitals therein made, as to the non-payment of money secured, or as to the breach or non-performance of any of the covenants herein set forth, or as to the request of the Trustee to enforce this Trust, or as to the proper and due appointment of any substitute Trustee, or as to the advertisement of sale, or time or place or manner of sale, or as to any other preliminary act or thing, shall be taken in all courts of law or equity as prime facie evidence that the facts so stated or recited are trus.

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WITNESS my band this 15th	Transis Miller	, A.D. 19 57
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THE STATE OF THE STATE )		
THE STATE OF CHERRY	BEFORE WE Grace	Texin
OUNTY OF POIL	DEFORE EN	
e MotemyPublic	County AGE to this	in and for
Pro	cie McSherry	one between abbesies
hown to she to be the person	coherents at the three instruments	
that he executed the same for the purposes	and consideration therein expressed.	
GIVEN UNDERSOY HAND AND SEAL OF OR	FICE, This 17 day of Hoverher	
F (E.S.)		
Botany Public d	a est for Polk county, a	tate of love
THE STATE OF TEXAS,		
OUNTY OF	BEFORE ME	Navidee 1 + 100 de mana a de code a mana mayor à 100 à 440 annument de
		in and for
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		wife of
nown to me to be the person whose name is subscribe		g been examined by me
rivily and apart from her husband, and having the a	ame fully explained to her, she, the said	
he declared that she had willingly signed the same fo		
ot with to retract it.  CIVEN UNDER MY HAND AND SEAL OF O	FFICE, Thisday of	
(L. S.)	THE COLOR BETTER TO A LAW AND A SHARE WAS ASSESSED.	# 12-1-1-1-1-1-1-1-1-1-1-1-1-1-1-1-1-1-1-
	E ACC - ACCESS E LEMPT VITT AMALE RAPAT FRANÇA (1864) WITH 40 MACAMA LEMPT - 4 AMALA A	
THE STATE OF TEXAS,		
}	BEFORE ME	
OUNTY OF		
	and	
he persons whose names are subscribed to the foregoi		
ame for the purposes and consideration therein expre	ased, soJ the said	
nusband, and having the same fully explained to her,		
acknowledged such instrument to be her set and deed	and she declared that she had willingly sim-	
power and consideration therein expressed, and that s	he did not wish to retract it.	•
GIVEN UNDER MY HAND AND SEAL OF O		
\ <del>-</del> /		

#4991

Mrs.R.E.L. Stringfellow

to

Mrs. Pollye Beacroft

Instrument --- Quit Claim Dood

Dated --- April 17, 1958

Filed---April 18, 1958 at 8 a.m.

Recorded in Deed Book 712 pg. 277-278-

Couper of Brasoria

4991
Ruoto all Men by These Presents:

Thit ol, Mrest. R.L. Stringfellow

Her heirs and assigns, all My right, title and interest in and to that certain tract or parcel of land lying in the County of Brasoria , State of Texas, described as follows, to-wit:

The following tracts of hand; being

Tract Nos. 25-67-96-103-114-129-164, Division Mo.7, of the F.J.Calvit League, Abstract No.51, Brasoria County, Texas.

Tracts Nos. 55-57-104-116, Division No.6, F.J.Calvit League, Abstract No.51, Brasoria County, Texas.

Tract Nos. 137-156, F.J.Calvit League, Division Ho.9, Abstract No.51, Brasoria County, Texas.

TO HAVE AND TO HOLD the said premises, together with all and singular the rights, privileges and appurtenances thereto in any manner belonging unto the said. Mrs. Pollye Beatroft, as her own separate property.

her heirs and assigns, forever, so that neither I, the said

Mrs.R.E.L.Stringfellow,
nor my heirs, nor any person or persons claiming under me shall, at any time
hereafter, have, claim, or demand any right or title to the aforesaid premises or appurtenances, or any part

hereafter, have, claim, or demand any right or title to the aforesaid premises or appurtenances, or any part thereof.

WITNESS my hand at Freeport, Texas this 37th

day of April A. D. 19

Witnesses at Request of Grantor: F

Ī,

	SINGLE ACKNOWLEDGME	NT.	
THE STATE OF TEXAS,	]		
COUNTY OF Brasoria	J		
	Notary Public in and for said Con	uty and State, on this day	personally appeared
Mrs.R.E.L.Stri			
known to me to be the person wh	ose name 18 subscribed to	the foregoing instrument,	and acknowledged to
	the purposes and consideration the	rein expressed.	
TIVEN THER MY HAND AN	D SEAL OF OFFICE this the 1	7th ^{day of} Apri	1 ^ <del>7 7 58</del>
A Part of the	Marie a	REED WIN	ك المتعدم
	Notary Public in and for	Brazoria	County, Texas
	VIPE'S SEPARATE ACKNOWLED		· · · · · · · · · · · · · · · · · · ·
THE MEAN OF TEXAS	1		
COUNTY OF	j		
BEFORE ME, the undersigned, a	Notary Public in and for said Cou	nty and State, on this day	personally appeared
Callo	<b>.</b>		
wife of p. E.1.	, known to me to be the		
going instrument, and having been exar	nined by me privily and apart from		
plained to ther, the the said	•	acknowledged such insti purposes and considerati	
and that she did not wish to retract it			crout,
GIVEN UNDER MY HAND AN	D SEAL, OF OFFICE this the	day of	A. D. 19
(ጌ \$.)			
/m my	Notary Public is and for		County, Texas.
	JOINT ACKNOWLEDGMENT		
THE STATE OF TEXAS,	}		
COUNTY OF	j		
BEFORE ME, the undersigned, a	Notary Public in and for said Cou-	nty and State, on this day	personally appeared
	-		•
			and
			, his wife, both
known to me to be the persons whose		- ,	owledged to me that
they each executed the same for the pu		pressed, and the said	
having been examined by me privily and	, wife of the said f annet from her bushand and has	ing the same fully evolut	mad in how the the
	•	knowledged such instrume	
said  deed, and she declared that she had wi		-	
that she did not wish to retract it	amily signed the same for the pay	bones and consideration to	revertt axbiernad' and
CIVEN UNDER MY HAND AND	D SEAL OF OFFICE this the	, day of _O	A. D. 19
(L. S.)	•	•	
(Line Star)	Notary Public in hid for	. ·	County, Texas.
	<del></del>		<del></del>
THE STATE OF TEXAS,			
COUNTY OF		1	
	regoing instrument of writing, with	its certificate of authenti	çation, was filed for
record in my office on the	day of .	A. D. 19 at	o'clock M.,
and was duly recorded by me on the	day of	A. D. 19	
in Vol. page	, of the Record of Deeds of	said County.	
	al of the County Court of said Cou	nty, at my office in	
the day and year last above written.			
1, (L.S.)	<del></del>	<u> </u>	<del></del>
	County Clea	nc	County, Texas.
•	I Boo ^}		
	· ************************************		- Dopey
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#9218
James Francis McSherry
to
R.G.Allen

Instrument----Deed of Trust Datd---May 12, 1960 Filed---Aug. 22, 1960 at 2:10 p.m. Recorded in D/T Vol. 206 pg. 408

THE STATE OF TEXAS, COUNTY OF LEASONIA. 9218 Wen By These Presents:

That I, Francis McSherry, of Dee Moines, in

ed the County of	Polk, state of	Iowa,	200	k Russ pak Zuman fo	r and in consideration
of the sum of -		Ope		<del></del>	DOLLARS
to me	in hand peid by	R. G. All	en, trustee		
	<b>o</b> f	Ecusion,	Texas		•
and in further con	sideration of the debt ar	d trest bereinsfte	r mentioned, have (	iranted, Sold and Co	paveyed, and by thest
presents co Grant,	Sell and Couvey mate th	e seid R. 31	.Allen, tru	etee	Trustme, and to
his successor and	pubaticute in this trust, a	nd to his and the	ir assigna forever, :	all and singular, th	e following described
property, situated, I	lying and being in the Co	omity of	brazoria	400	State of Terms, viz.:
	r Fifty-five (				
ing to the	Flat of said su	nois vitu	ren <b>orded</b> in	.vole	rae
of the deed	records of bra	zorie coun	ty, Texas,	to which rei	ference is
here made fo	or farther desc	ription of	sridland.		

TO HAVE AND TO HOLD The herein described premises, together with all and singular the rights and appuranances thereto in anywise belonging ento the said R.G.Allen Trustes, to his
successor or substitute in this strast, and to his and their assigns forever.

And I do hereby bind myself, my heirs, executors and administrators to warrant and forever defend, all and singular, the said premises unto the said R.G.Allen, Trustee, to his nucleasor or substitute, and to his and their easigns forever, against any person whomsonver lewfully claiming or to claim the same or any pure thereof; IN TRUST, however for the following purposes and upon the following conditions, vis.:

Figures, I am justly indebted to Pritchett Harvey, of Houston, Teme, in the sum of \$393.35, evidenced by my promissory note of even date herewith for said sum of \$393.35, bearing interest from this date at the rate of eight per cent per amount consturity, and all past due principal and interest to pear 10% inderest from maturity thereof until paid; and providing for 10% attorneys fees if placed in the hands of another per collection after maturity or if collected by suit and this dead of trust is given in renewal and textension of important for money I have heretofore borrowed from the said date of the said for money I have heretofore borrowed from the said date of the said for money I have heretofore borrowed from the said date of the said for the said for the said for the said for the said for the said for the said for the said for the said for the said for the said for the said for the said for the said for the said for the said for the said for the said for the said for the said for the said for the said for the said for the said for the said for the said for the said for the said for the said for the said for the said for the said for the said for the said for the said for the said for the said for the said for the said for the said for the said for the said for the said for the said for the said for the said for the said for the said for the said for the said for the said for the said for the said for the said for the said for the said for the said for the said for the said for the said for the said for the said for the said for the said for the said for the said for the said for the said for the said for the said for the said for the said for the said for the said for the said for the said for the said for the said for the said for the said for the said for the said for the said for the said for the said for the said for the said for the said for the said for the said for the said for the said for the said for the said for the said for the said for the said for the said for the said for the said for the

oy deed of trust dated November 15th, 1957, recorded in Vol.175 page 156, of the vortgage Records of brazeria county, Texas on the land and previses hereinbefore described, and said said indeptedbess is hereby renewed, and extended to September 15, 1958, and is evidenced by my note of event at a herewith, and hereinbefore described.

Tf she said

Francis MoSherry

chall well and train

pay off and discharge, at the maturity thereof, according to the tenor and effect thereof 0 TA

proteinacty state

made by me.

Payable

to the order of Pritchett Hervey, of Houston, Texas

114

described as follows: AS

As hareimbefore described --

with interest observed from ---- date thereof, viz, May 12th, 1958 at the rate of eight per cent per numma, and interest payable as it secrees at the office of Pritohett Harvey, Holston, Texas

يغندم انتصب

, then this conveyance

shall become and and void and these presents shall be released in due form at My expens

But in case of default or failure to make prompt payment of said indebtedness, or any part thereof, principal or interest, as the same shall become due and payable, or failure to observe and incep any of the covenants hereof by the grantors herein, then and in that event the whole of the principal of the debt secured hereby may, at the option of the holder, be declared due and the said Trustee is hereby sutherized and empowered, and it shall be his special duty, at the request of the payee or any holder of any of the above described notes, to sell the above described property to the highest hidder for cash, at the court house door of the county in which said property, or any part thereof, is situated, at public entery between the hours of ten glelock a.m. and four elclock p.m., on the first Tuesday in any month, after having given notice of such saic by posting up written or printed notices at three public places in said County of

brazoria

and State of Texas, one of which notice shall be at the court house door of said County of State of Texas, and all of which said notices shall have been posted for at least twenty-

Bra 20 ria State of Texas, and days mattered to the day of saie:

and after much sale, to make the purchaser or purchasers heresader good and sufficient deeds in the name of the grantors herein, conveying the property so sold to the purchasers in fee simple, with general warranty of title, and to receive the proceeds of said sale and apply the same as follows: First, to the payment of all necessary costs and expenses incident to the execution of said trust, including a fee to the Trustee of

fire per cent to be estimated upon the amount realized at each case. Second, to the payment, ratably of anic note. , then sepaid principal and accreed interest (it being understood that when default shall be made in the payment of any of said note. , or any installment of interest on said note. , or failure to pay any State, County or City taxes assessed upon said property, after the same by law becomes delinquent, all of the principal of all notes secured hereby together with secreted interest thereon to the date of the exercise of the option shall become at once due and payable, at the option of the holder or holders thereof). Third, the remainder, if any there shall be after payment of all said costs and expenses, and the principal and interest of said note. , shall be paid to the said. FIRTOIS MOSHORY

or to

his beirs, sosigns or legal representatives.

In case of death of said R.G.Allen, Trustee, or his removal from the County of EATI'S Texas, or his refeasl, or failure or inability, for any retuon, within TRC days after such requests by the holder or holders of said note. As show stipulated to make said sale or to perform said trusts, then the legal holder or helders of said note or any of them may appoint, in writing, substitute Trustee, who shall thereupon succeed to all the essue, rights, powers and trusts hereinbefore granted to and verted in said Trustee.

And it is further specially agreed by the parties hereunto, that in any deed or deeds given by any Trustes or substi-duly appellated hereunder, any and all statements of facts or other recitals therein made as to the non-payment of messay sneared, or as to the request to soil, the time, place, terms of cale and property to be add having boos duly paid, or as to any other act or thing having boos duly paid, or as to any other act or thing having been duly done by my Trustes, or substitute, shall be taken by any and all to of low and equity as prime facts evidence that the said statements or secting do state facts, and are without fur-I, Francis McSherry ther question to be accepted. And mid granter do hereby ratify and confirm any and all acts that the Trustee or substitute, or his successor in trust may inwisibly do in the president by virtue hereof. Ecourse and interfineations made and approved before IT IS SPECIALLY AGREED that when, as and if any accelerated manurity of any item secured by this instrument may be declared due under any term of this or my other paper evidencing the debt or any part thereof, that the maximum amount that can be collected for or on account of the debt shall be the principal amount thereof and interest accroed to the date of payment at not to exceed ten per came per names. That if any possible construction of any and all of the papers may seem to indicate any possibility of a different power given to the craditor or any authority to sak for, demand or receive any larger rate of interest-the parties coverant that same is a mistake in calculation or working which this clame is intended to override and control. ÆD 19 5c hand this 12th day of Vay -WITNESS TV pinuc ( THE STATE OF THEFTER TOWN BEFORE WE Walter AMICE VE COUNTY OF Polk a Notary Public Polk County, Icwa MAGE TIME on this day personally appeared. Games Francis Moscorry. instruction to the foregoing instrument, and administrated to me that ... executed the same for the purposes and countdension therein o JUNE GIVEN UNDER MY BAND AND SEAL OF OFFICE THE 2 -A D. 10 56 state of metire (L &) Notary puclic in and for Polk county, Iowa. THE STATE OF TEXAS,) DEFORE ME. COUNTY OF .... ro to me to be the person whose same is subscribed to the foregoing instrument, and having been examined by me privily and surt from her husbund, and having the came fully explained to her, she, the said. provinged such instrument to be her act and deed, and the declared that the had willingly signed the same for the purposes and consideration therein expressed, and that the city and that GIVEN UNDER MY HAND AND SEAL OF OFFICE, The (L. S.) THE STATE OF TEXAS,) REPORT ME COUNTY OF. County, Texas, on this day pursually apparent s whose names are subscribed to the foregoing instrument, and acknowledged to me that they such encepted the same day the purposes and counideration therein expressed, and the seld... ..., wife of the soid Javing been examined by me poletly and agest from her pland, and having the same fully explained to her, she, the suid..... edimentedged such improvement to be his not und dead, and she declared that she had willingly signed the same for the purposes, and eration therein expressed, and that she did not wisk to extract it.

_day of____

GIVEN UNDER MY HAND AND SEAL OF OFFICE, This.....

(L, 2)

- 1000 YTHARANT

# The State of Texas,

:vol. 8**68** part959

Know All Men by These Presents:

COUNTY OF BRAZORIA

THAT we, James Francis McSherry, of DesMoines, Iowa, and

Pritchett Harvey,

of the County of Harris

State of Texas

for and in consideration

of the sum of

TEN (\$10.)-----

and other good and valuable considerations cash

DOLLARS

to us in hand paid by A. B. Williamson

as follows:

each in hand paid, the receipt of which is hereby acknowledged,-

have Granted, Sold and Conveyed, and by these presents do Grant, Sell and Convey, unto the said

A. B. Williamson,

tract or parcel of land, more particularly described as Tract number Fifty-five (55) in Subdivision No. Eight (8), of the Erazos Coast Investment Company's subdivision of the '. J. Calvit survey, in Brazoria county, Texas, according to the Map of said subdivision duly recorded in the Deed Records of Brazoria county, Texas, to which Map reference is made for further description of said land.

It is expressly agreed and stipulated that we, the said James Francis McSherry and Pritchett Harvey, Grantors herein, hereby except from this conveyance, and reserve unto ourselves, our heirs and assigns, forever after royalty, free of cost of production, of one-eighth of all oil, gas and other minerals of every kind in and under and hereafter produced from said above described land; and that Grantee, A.B. Williamson, his heirs and assigns, have the exclusive right to lease said land for oil, gas and mineral development, and to have and receive all bonus and rental payments accruing from said leases.

TO HAVE AND TO HOLD the above described premises, together with all and singular the rights and appurtenances thereto in anywise belonging unto the said

A. B. Williamson, his

beirs and assigns forever and we do hereby bind Ourselves, ourselves, ourselves, ourselves, ourselves, ourselves and administrators, to Warrant and Forever Defend, all and singular the said premises unto the said A. B. Williamson, his heirs

beirs and assigns, against every person whomsoever lawfully claiming, or to claim the same, or any part thereof, by, through or under us. Frantes to pay 1963 taxes.

WITNESSour hand s at Desmoines, Iowa, and at Houston, Texas

this

day of May

19 63.

Witness at Request of Grantor:

James Fragols MoSherry)

(Pritchett Harvey.

D - 172

VOL 868 MIT 960

## SINGLE ACKNOWLEDGMENT

The State of Iowa,  County of Polk.  Before me, the undersigned authority, on this day personally appeared Principal Heavy.  State of Iowa,  County of Polk.  Before me, the undersigned authority, on this day personally appeared authority, on this day personally appeared James Francis McSherry, known to me to be the Person Whose name is subscribed to the foregoing instrument and acknowledged to me that he executed that same for the purposes and consideration therein appeared.  Qiven under my hand and seal of office at DesMoines, Iowa, this willingly signed the same for the County of Polk,  State of Iowa.  Notary Public in and office at DesMoines, Iowa, this willingly signed the same for the purposes and consideration therein expressed.  One will be a same in the county of Polk,  State of Iowa.  Notary Public in and office at DesMoines, Iowa, this willingly signed the same for the purposes and consideration therein expressed, and that she had willingly signed the same for the purposes and consideration therein expressed, and thus she did not wish to retract it.  Given under my Hand and Seal of office is and office and consideration therein expressed, and thus she did not wish to retract it.  Given under my Hand and Seal of office is and for	The State of Iowa.  The State of Iowa,  County of Folk.  Before me, the undereigned authority, on this day personally appeared for the personal and consideration therefore appeared for the personal and consideration therefore appeared.  (I.E.)  Notary Public in and for Marria (County, Texas of Iowa).  The State of Iowa,  County of Folk.  Before me, the undereigned authority, on this day personally appeared James Francis McSherry, known to me to be the Person Whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed.  Given under my hand and seal of office at Deskoines, Iowa, this was a consideration therein expressed.  Given under my hand and seal of office at Deskoines, Iowa, this was a consideration therein a spressed and that she had willingly signed the same for the purposes and consideration therein expressed, and that she did not wish to retract it.  Given under with the texas of the same for the purposes and consideration therein expressed, and that she did not wish to retract it.  Given under with the texas of the same for the purposes and consideration therein expressed, and that she did not wish to retract it.  Given under with the texas of the same for the purposes and consideration therein expressed, and that she did not wish to retract it.  Given under with the texas of the same for the purposes and consideration therein expressed, and that she did not wish to retract it.  Given under with the foregoing instrument of writing, with its cardificate of authentication, was filed for record in my effice on the day of the Records of Desko of all County.  WITNESS MY EARN and has bead of the County Count of said County, at my effice in the day of the Record of Desko of all County.  WITNESS MY EARN and has bead of the County Count of said County, at my effice in the day of the Record of Desko of all County.  WITNESS MY EARN and has the said of the County Count of said County, at my effice in the day of the Recor	THE STATE OF TEXAS.	
The state of lower, whose mans, and consideration the best expressed.  (LE)  Notary Public in and for BETTIE County, Texas.  The State of Iowa,  County of Polk.  Before me, the undersigned authority, on this day personally appeared James Francis McSherry, known to me to be the Person Whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed.  Given under my hand and seal of office at Deskoines, Iowa, this State of Iowa.  Notary Fublic in and for the County of Polk,  State of Iowa.  Notary Fublic in and stock the County of Polk,  State of Iowa.  Notary Fublic in and stock the County of Polk,  State of Iowa.  Notary Fublic in and stock the County of Polk,  State of Iowa.  Notary Fublic in and for County of Polk,  State of Iowa.  Notary Fublic in and for County of Polk,  THE STATE OF TEXAS.  County of Chart.  I HEREBY CERTIFY that the foregoing instrument of writing, with its cardificate of suthentication, was filed for reserved in my effice on the cay of the Records of Deeds of said County.  H. R. STEVENS, R.  Chek Courty Fore, Records  A. D. 19 . In Vol.  PRESENT CERTIFY that the foreign in the County Count of said County, at my effice in the day and year last above writing.  H. R. STEVENS, R.  Chek Courty Fore, Records  Ry Departy.  Record of Portary Cert.  Ry Departy.  Record of Portary Cert.  Ry Departy.  Record of Portary Cert.  Ry Departy.  Ry Departy.  Ry Departy.  Ry Departy.  Ry Departy.  Ry Departy.  Ry Departy.	The state of lower, whose means the purposes and consideration therete appeared.  (LE)  (LE)  (LE)  (LE)  (LE)  (LE)  (LE)  (LE)  (LE)  (LE)  (LE)  (LE)  (LE)  (LE)  (LE)  (LE)  (LE)  (LE)  (LE)  (LE)  (LE)  (LE)  (LE)  (LE)  (LE)  (LE)  (LE)  (LE)  (LE)  (LE)  (LE)  (LE)  (LE)  (LE)  (LE)  (LE)  (LE)  (LE)  (LE)  (LE)  (LE)  (LE)  (LE)  (LE)  (LE)  (LE)  (LE)  (LE)  (LE)  (LE)  (LE)  (LE)  (LE)  (LE)  (LE)  (LE)  (LE)  (LE)  (LE)  (LE)  (LE)  (LE)  (LE)  (LE)  (LE)  (LE)  (LE)  (LE)  (LE)  (LE)  (LE)  (LE)  (LE)  (LE)  (LE)  (LE)  (LE)  (LE)  (LE)  (LE)  (LE)  (LE)  (LE)  (LE)  (LE)  (LE)  (LE)  (LE)  (LE)  (LE)  (LE)  (LE)  (LE)  (LE)  (LE)  (LE)  (LE)  (LE)  (LE)  (LE)  (LE)  (LE)  (LE)  (LE)  (LE)  (LE)  (LE)  (LE)  (LE)  (LE)  (LE)  (LE)  (LE)  (LE)  (LE)  (LE)  (LE)  (LE)  (LE)  (LE)  (LE)  (LE)  (LE)  (LE)  (LE)  (LE)  (LE)  (LE)  (LE)  (LE)  (LE)  (LE)  (LE)  (LE)  (LE)  (LE)  (LE)  (LE)  (LE)  (LE)  (LE)  (LE)  (LE)  (LE)  (LE)  (LE)  (LE)  (LE)  (LE)  (LE)  (LE)  (LE)  (LE)  (LE)  (LE)  (LE)  (LE)  (LE)  (LE)  (LE)  (LE)  (LE)  (LE)  (LE)  (LE)  (LE)  (LE)  (LE)  (LE)  (LE)  (LE)  (LE)  (LE)  (LE)  (LE)  (LE)  (LE)  (LE)  (LE)  (LE)  (LE)  (LE)  (LE)  (LE)  (LE)  (LE)  (LE)  (LE)  (LE)  (LE)  (LE)  (LE)  (LE)  (LE)  (LE)  (LE)  (LE)  (LE)  (LE)  (LE)  (LE)  (LE)  (LE)  (LE)  (LE)  (LE)  (LE)  (LE)  (LE)  (LE)  (LE)  (LE)  (LE)  (LE)  (LE)  (LE)  (LE)  (LE)  (LE)  (LE)  (LE)  (LE)  (LE)  (LE)  (LE)  (LE)  (LE)  (LE)  (LE)  (LE)  (LE)  (LE)  (LE)  (LE)  (LE)  (LE)  (LE)  (LE)  (LE)  (LE)  (LE)  (LE)  (LE)  (LE)  (LE)  (LE)  (LE)  (LE)  (LE)  (LE)  (LE)  (LE)  (LE)  (LE)  (LE)  (LE)  (LE)  (LE)  (LE)  (LE)  (LE)  (LE)  (LE)  (LE)  (LE)  (LE)  (LE)  (LE)  (LE)  (LE)  (LE)  (LE)  (LE)  (LE)  (LE)  (LE)  (LE)  (LE)  (LE)  (LE)  (LE)  (LE)  (LE)  (LE)  (LE)  (LE)  (LE)  (LE)  (LE)  (LE)  (LE)  (LE)  (LE)  (LE)  (LE)  (LE)  (LE)  (LE)  (LE)  (LE)  (LE)  (LE)  (LE)  (LE)  (LE)  (LE)  (LE)  (LE)  (LE)  (LE)  (LE)  (LE)  (LE)  (LE)  (LE)  (LE)  (LE)  (LE)  (LE)  (LE)  (LE)  (LE)  (LE)  (LE)  (LE)  (LE)  (LE)  (L	Y DEFORE ME, the endersigned, a Notary Public in and for said County and State, on this day personally	uppeared
County of Polk.  Before me, the undereigned authority, on this day personal papeared James Francis McSherry, known to me to be the Person Whose name is subscribed to the foregoing instrument and acknowledged to me that he executed that same for the purposes and consideration therein expressed.  Given under my hand and seal of office at Deskoines, lows, this willings, A.D.1963.  Colly of John Motary Public in and of the County of Polk, State of Iowa.  Notary Public in and of the County of Polk, State of Iowa.  Notary Public in and of the county of Polk, State of Iowa.  Acknowledged such instrument to be by a set and seed, and the declared that abe had willingly signed the same for the purposes and consideration therein expressed, and that she did not wish to rethreat the state with the other with the other with the other with the other with the other with the other with the other with the other with the other with the other with the other with the other with the other with the other with the other with the other with the other with the other with the other with the other with the other with the other with the other with the other with the other with the other with the other with the other with the other with the other with the other with the other with the other with the other with the other with the other with the other within the other within the other within the other within the other within the other within the other within the other within the other within the other within the other within the other within the other within the other within the other within the other within the other within the other within the other within the other within the other within the other within the other within the other within the other within the other within the other within the other within the other within the other within the other within the other within the other within the other within the other within the other within the other within the other within the other within the other within the other within the other within	County of Polk.  Before me, the undereigned authority, on this day personal agreement in the state of Iowa.  County of Polk.  Before me, the undereigned authority, on this day personally appeared James Francis McSherry, known to me to be the Person Whose name is subscribed to the foregoing instrument and acknowledged to me that he executed that same for the purposes and consideration therein expressed.  Given under my hand and seal of office at Deskoines, Iowa, this willing, A.D.1963.  Colly of Notary Public in and of the County of Polk, State of Iowa.  Notary Public in and of the County of Polk, State of Iowa.  Achowledged each instrument to be but act and seed, and the declared that the had willingly signed the same for the purposes and consideration therein expressed, and that the day of white the other that the other that the other that the other that the other that the other that the other that the other that the other than the other than the other than the other than the other than the other than the other than the other than the other than the other than the other than the other than the other than the other than the other than the other than the other than the other than the other than the other than the other than the other than the other than the other than the other than the other than the other than the other than the other than the other than the other than the other than the other than the other than the other than the other than the other than the other than the other than the other than the other than the other than the other than the other than the other than the other than the other than the other than the other than the other than the other than the other than the other than the other than the other than the other than the other than the other than the other than the other than the other than the other than the other than the other than the other than the other than the other than the other than the other than the other than the other than the other than the other than the other than the othe	PTICABLE HAPVEY  is a second of the foregoing instrument, and acknown is a second of the foregoing instrument, and acknown is a second of the foregoing instrument.	edged to
The State of Iowa,  County of Polk.  Before me, the undereigned authority, on this day personally appeared James Francis McSherry, known to me to be the  Person Whose name is subscribed to the foregoing instrument and acknowledged to me that he executed that same for the purposes and consideration therein expressed.  Given under my hand and seal of office at Deskoines, Iowa, this  William, A.D. 1963.  Notary Public in and of the County of Polk,  State of Iowa.  Notary Public in and of the County of Polk,  State of Iowa.  Notary Public in and of the County of Polk,  State of Iowa.  Notary Public in and of the County of Polk,  State of Iowa.  Notary Public in and of the County of Polk,  State of Iowa.  Notary Public in and of the County of Polk,  State of Iowa.  Notary Public in and for.  County, Texas.  THE STATE OF TEXAS.  County of Texas of the Records of Desk of said County.  WITHERS MY HAND and the Seal of the County Count of said County, at my edites in.  Person of the World of the Boards of Desk of said County.  WITHERS MY HAND and the Seal of the County Count of said County, at my edites in.  Person Occurry, Texas.  Person Occurry, Texas.  Person Occurry, Texas.  County Clerk.  County, Texas.  Person Occurry, Texas.  County Clerk.  County Texas.  Person Occurry, Texas.  County Clerk.  County Texas.  Person Occurry, Texas.  Person Occurry, Texas.  Person Occurry, Texas.  County Clerk.  County Texas.  Person Occurry, Texas.  Person Occurry, Texas.  Person Occurry, Texas.  Person Occurry, Texas.  Person Occurry, Texas.  Person Occurry, Texas.  Person Occurry, Texas.  Person Occurry, Texas.  Person Occurry, Texas.  Person Occurry, Texas.  Person Occurry, Texas.  Person Occurry, Texas.  Person Occurry, Texas.  Person Occurry, Texas.  Person Occurry, Texas.  Person Occurry, Texas.  Person Occurry, Texas.  Person Occurry, Texas.  Person Occurry, Texas.  Person Occurry, Texas.  Person Occurry, Texas.  Person Occurry, Texas.  Person Occurry, Texas.  Person Occurry, Texas.  Person Occurry, Texas.  Person Occurry, T	The State of Iowa,  County of Polk.  Before me, the undereigned authority, on this day personally appeared James Francis McSherry, known to me to be the  Person Whose name is subscribed to the foregoing instrument and acknowledged to me that he executed that same for the purposes and consideration therein expressed.  Given under my hand and seal of office at DesMoines, Iowa, this  William, A.D. 1963.  Notary Public in and of the County of Polk,  State of Iowa.  Notary Fublic in and of the County of Polk,  State of Iowa.  Notary Public in and of the County of Polk,  State of Iowa.  Notary Public in and of the County of Polk,  State of Iowa.  Notary Public in and of the County of Polk,  State of Iowa.  Notary Public in and of the County of Polk,  State of Iowa.  Notary Public in and for.  County, Texas.  THE STATE OF TEXAS.  County of A.D. 18 at a county of the County, Texas.  Notary Public in and for.  County, Texas.  Notary Public in and for.  County, Texas.  A.D. 19 at a county of the County, Texas.  Notary Public in and for.  County, Texas.  Person  Of the County of the County Count of said County,  WITHESS MY HAND and the Seal of the County Count of said County, at my effice in.  County Of the County County of said County,  Person  Of the County of the County County of said County, at my effice in.  County Texas.  Person  Of the County of the County County of said County,  Person  Of the County of the County County of said County,  Person  Of the County County of said County,  Person  Of the County of the County County of said County,  Person  Of the County County of said County,  Person  Of the County County of said County,  Of the County County of said County,  Of the County County of said County,  Of the County County of said County,  Of the County County of said County,  Of the County County of said County,  Of the County County of said County,  Of the County County of said County,  Of the County County of said County,  Of the County County of said County,  Of the County County County of said County,  Of	- was that the executed the same for the purposes and consideration therein expressed.	III
The State of Iowa,  County of Polk.  Before me, the undersigned authority, on this day personally appeared James Francis McSherry, known to me to be the Person Whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed.  Given under my hand and seal of office at Deskoines, Iowa, this  Notary Public in and of the County of Polk,  State of Iowa.  Notary Public in and of the County of Polk,  State of Iowa.  Notary Public in and of the County of Polk,  State of Iowa.  Notary Public in and for	The State of Iowa,  County of Polk.  Before me, the undersigned authority, on this day personally appeared James Francis McSherry, known to me to be the Person Whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed.  Given under my hand and seal of office at Deskoines, Iowa, this  Notary Public in and of the County of Polk,  State of Iowa.  Notary Public in and of the County of Polk,  State of Iowa.  Notary Public in and of the County of Polk,  State of Iowa.  Notary Public in and for.  County of Polk,  THE STATE OF TEXAS.  County of the Records of Desks of said County.  WITHERS NY EARD AND SEAL OF OFFICE the Land of the County of Seal of the Search of Desks of said County, as my office in  AD 19 in Yol  Park  Park  Park  Park  Park  Park  Park  Park  Park  Park  Park  Park  Park  Park  Park  Park  Park  Park  Park  Park  Park  Park  Park  Park  Park  Park  Park  Park  Park  Park  Park  Park  Park  Park  Park  Park  Park  Park  Park  Park  Park  Park  Park  Park  Park  Park  Park  Park  Park  Park  Park  Park  Park  Park  Park  Park  Park  Park  Park  Park  Park  Park  Park  Park  Park  Park  Park  Park  Park  Park  Park  Park  Park  Park  Park  Park  Park  Park  Park  Park  Park  Park  Park  Park  Park  Park  Park  Park  Park  Park  Park  Park  Park  Park  Park  Park  Park  Park  Park  Park  Park  Park  Park  Park  Park  Park  Park  Park  Park  Park  Park  Park  Park  Park  Park  Park  Park  Park  Park  Park  Park  Park  Park  Park  Park  Park  Park  Park  Park  Park  Park  Park  Park  Park  Park  Park  Park  Park  Park  Park  Park  Park  Park  Park  Park  Park  Park  Park  Park  Park  Park  Park  Park  Park  Park  Park  Park  Park  Park  Park  Park  Park  Park  Park  Park  Park  Park  Park  Park  Park  Park  Park  Park  Park  Park  Park  Park  Park  Park  Park  Park  Park  Park  Park  Park  Park  Park  Park  Park  Park  Park  Park  Park  Park  Park  Park  Park  Park  Park  Park  Park  Park  Park  Park  Park  Pa		٠. الاحتدادا
The State of Iowa,  County of Polk. ) Before me, the undereigned authority, on this day personally appeared James Francis McSherry, known to me to be the  Person Whose name is subscribed to the foregoing instrument and acknowledged to me that he executed that same for the purposes and consideration therein expressed.  Given under my hand and seal of office at Deskoines, Iowa, this  Notary Public in and for the County of Polk,  State of Iowa.  ***Allowledged cuch instrument to be her act and deed, and she declared that she had willingly signed the same for the purposes and consideration therein expressed, and that she did not wish to retract it.  GIVEN UNDER MY HAND AND SEAL OF OFFICE this.  A. D. 18.  (L.S.)  Notary Public in and for.  County, Texas.  County of  A.D. 19.  A.D. 19.  A.D. 19.  A.D. 19.  FIRE STATE OF TEXAS.  County of  A.D. 19.  A.D. 19.  A.D. 19.  A.D. 19.  FIRE FOR RECORD  AND AD AD AD AD AD AD AD COUNTY Count of said County, at my effice in.  FIRE FOR RECORD  AND AD AD AD AD AD AD AD COUNTY Count of said County, at my effice in.  FIRE STATE OF RECORD  AND AD AD AD AD AD AD AD AD AD AD AD AD AD	County of Polk. ) Before me, the undereigned authority, on this day personally appeared James Francis McSherry, known to me to be the Person Whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed.  Given under my hand and seal of office at DesMoines, Iowa, this with the constitution of the County of Polk, State of Iowa.  Notary Public in and for the County of Polk, State of Iowa.  **State of Iowa.*  **Notary Public in and for the county of Polk, State of Iowa.  **A.D. 18	(LE) Markey Hames	
Gounty of Polk.  Before me, the undereigned authority, on this day personally appeared James Francis McSherry, known to me to be the Person Whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed.  Given under my hand and seal of office at DesMoines, Iowa, this will be a purpose and consideration therein expressed.  Notary Public in and for the County of Polk, State of Iowa.  **State of Iowa.*  **Notary Public in and for the purpose and canaderation therein expressed, and that the did not wish to retract it.  GIVEN UNDER MY HAND AND SEAL OF OFFICE this day of	Gounty of Polk.  Before ms, the undereigned authority, on this day personally appeared James Francis McSherry, known to me to be the Person Whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed.  Given under my hand and seal of office at DesMoines, Iowa, this will be a purpose and consideration therein expressed.  Notary Public in and for the County of Polk, State of Iowa.  **State of Iowa.**  **Notary Public in and for the purposes and canderation therein expressed, and that the did not wish to retract it.  GIVEN UNDER MY HAND AND SEAL OF OFFICE this day of.  A. D. 18.  **Notary Public in and for.  **Notary Public in and for.  **Notary Public in and for.  **Notary Public in and for.  **Notary Public in and for.  **THE STATE OF TEXAS.**  County of.  A. D. 19.  **I REREBY CENTUFY that the foregoing instrument of writing, with its cartificate of suthentication, was filed for record in my office on the	Notary Public in and for OBSECTED Coun	y, Texas.
Gounty of Polk.  Before me, the undereigned authority, on this day personally appeared James Francis McSherry, known to me to be the Person Whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed.  Given under my hand and seal of office at DesMoines, Iowa, this will be a purpose and consideration therein expressed.  Notary Public in and for the County of Polk, State of Iowa.  **State of Iowa.*  **Notary Public in and for the purpose and canaderation therein expressed, and that the did not wish to retract it.  GIVEN UNDER MY HAND AND SEAL OF OFFICE this day of	Gounty of Polk.  Before ms, the undereigned authority, on this day personally appeared James Francis McSherry, known to me to be the Person Whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed.  Given under my hand and seal of office at DesMoines, Iowa, this will be a purpose and consideration therein expressed.  Notary Public in and for the County of Polk, State of Iowa.  **State of Iowa.**  **Notary Public in and for the purposes and canderation therein expressed, and that the did not wish to retract it.  GIVEN UNDER MY HAND AND SEAL OF OFFICE this day of.  A. D. 18.  **Notary Public in and for.  **Notary Public in and for.  **Notary Public in and for.  **Notary Public in and for.  **Notary Public in and for.  **THE STATE OF TEXAS.**  County of.  A. D. 19.  **I REREBY CENTUFY that the foregoing instrument of writing, with its cartificate of suthentication, was filed for record in my office on the	The State of Iowa.)	
day personally appeared James Francis McSherry, known to me to be the Person Whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed.  Given under my hand and seal of office at DesMoines, Iowa, this Analysis of Iowa, and seal of Iowa.  Notary Public in and of the County of Polk, State of Iowa.  Notary Public in and of the County of Polk, State of Iowa.  State of Iowa.  State of Iowa.  A. D. 19.  (L.S.)  Notary Public in and for the purposes and consideration therein expressed, and that she did not wish to retract it.  GIVEN UNDER MY HAND AND SEAL OF OFFICE this day of A. D. 19.  (L.S.)  Notary Public in and for County Texas.  THE STATE OF TEXAS,  County of I HEREBY CERTIFY that the foregoing instrument of writing, with its certificate of sutbestication, was filled for record in my office on the day of A. D. 19.  A. D. 19.  A. D. 19.  A. D. 19.  A. D. 19.  A. D. 19.  A. D. 19.  A. D. 19.  A. D. 19.  A. D. 19.  A. D. 19.  A. D. 19.  A. D. 19.  A. D. 19.  A. D. 19.  A. D. 19.  A. D. 19.  A. D. 19.  A. D. 19.  A. D. 19.  A. D. 19.  A. D. 19.  A. D. 19.  A. D. 19.  A. D. 19.  A. D. 19.  A. D. 19.  A. D. 19.  A. D. 19.  A. D. 19.  A. D. 19.  A. D. 19.  A. D. 19.  A. D. 19.  A. D. 19.  A. D. 19.  A. D. 19.  A. D. 19.  A. D. 19.  A. D. 19.  A. D. 19.  A. D. 19.  A. D. 19.  A. D. 19.  A. D. 19.  A. D. 19.  A. D. 19.  A. D. 19.  A. D. 19.  A. D. 19.  A. D. 19.  A. D. 19.  A. D. 19.  A. D. 19.  A. D. 19.  A. D. 19.  A. D. 19.  A. D. 19.  A. D. 19.  A. D. 19.  A. D. 19.  A. D. 19.  A. D. 19.  A. D. 19.  A. D. 19.  A. D. 19.  A. D. 19.  A. D. 19.  A. D. 19.  A. D. 19.  A. D. 19.  A. D. 19.  A. D. 19.  A. D. 19.  A. D. 19.  A. D. 19.  A. D. 19.  A. D. 19.  A. D. 19.  A. D. 19.  A. D. 19.  A. D. 19.  A. D. 19.  A. D. 19.  A. D. 19.  A. D. 19.  A. D. 19.  A. D. 19.  A. D. 19.  A. D. 19.  A. D. 19.  A. D. 19.  A. D. 19.  A. D. 19.  A. D. 19.  A. D. 19.  A. D. 19.  A. D. 19.  A. D. 19.  A. D. 19.  A. D. 19.  A. D. 19.  A. D. 19.  A	day personally appeared James Francis McSherry, known to me to be the Person Whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed.  Given under my hand and seal of office at DesMoines, Iowa, this Armonician and the same and the same for the purposes, Iowa, this Armonician and the declared that she had willingly signed the same for the purposes and canadicastion therein expressed, and that she did not wish to retract it.  GIVEN UNDER MY HAND AND SEAL OF OFFICE to is day of A. D. 19.  (L.S.) Notary Public in and for County, Texas.  THE STATE OF TEXAS,  County of I HEREBY CERTIFY that the foregoing instrument of writing, with its cartificate of suthentication, was filled for record in my office on the day of A. D. 19.  I HEREBY CERTIFY that the foregoing instrument of writing, with its cartificate of suthentication, was filled for record in my office on the day of A. D. 19.  I HEREBY CERTIFY that the foregoing instrument of writing, with its cartificate of suthentication, was filled for record was men on the day of A. D. 19.  I HEREBY CERTIFY that the foregoing instrument of writing, with its cartificate of suthentication, was filled for record was men on the day of A. D. 19.  I HEREBY CERTIFY that the foregoing instrument of writing, with its cartificate of suthentication, was filled for record was men on the A. D. 19.  I HEREBY CERTIFY that the foregoing instrument of writing, with its cartificate of suthentication, was filled for record was men on the A. D. 19.  I HEREBY CERTIFY that the foregoing instrument of writing, with its cartificate of suthentication, was filled for record in my office on the day of A. D. 19.  I HEREBY CERTIFY that the foregoing instrument of writing, with its cartificate of suthentication, was filled for record in my office at the day of the cartificate of suthentication.  A. D. 19.  I HEREBY CERTIFY that the foregoing instrument of writing, with its cartificate of suthentication.  A.	<u> </u>	
Person Whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed.  Qiven under my hand and seal of office at Deskoines, Iowa, this	Person Whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed.  Qiven under my hand and seal of office at Deskoines, Iowa, this provided that the seal of Iowa.  Notary Public in and for the County of Polk, State of Iowa.  Notary Public in and for the County of Polk, State of Iowa.  State of Iowa.  State of Iowa.  A D. 18.  GIVEN UNDER MY BAND AND SEAL OF OFFICE this.  (I.S.)  Notary Public in and for.  County of the County of Polk, State of Iowa.  Notary Public in and for.  County of Texas.  THE STATE OF TEXAS,  County of Texas of the Records of Deeds of and County.  WITNESS MY HAND and the Seal of the County Court of said County, at my office in the day and year last above written.  FILED FOR RECORD  APB TO OCIOCK A County Clerk County Count of said County, at my office in the day and year last above written.  FILED FOR RECORD  APB TO OCIOCK A County Clerk County Count of said County, Texas.  By Deporty.  County Clerk County Texas.  County Texas.  County Clerk County Texas.  County Clerk County Texas.  County Clerk County Texas.  County Clerk County Texas.  County Clerk County Texas.  County Clerk County Texas.  County Clerk County Texas.  County Clerk County Texas.  County Clerk County Texas.  County Clerk County Texas.  County Clerk County Texas.  County Clerk County Texas.  County Clerk County Texas.  County Clerk County Texas.  County Clerk County Texas.  County Clerk County Texas.  County Clerk County Texas.  County Clerk County Texas.	,	1 1
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said	said	day 157 May, A.D.1963.	:
said	said	10 Sould Kalah	1
said	said	Como de la la la la la la la la la la la la la	
said	said		·
acknowledged such instrument to be her act and deed, and she declared that she had willingly signed the same for the purposes and consideration therein expressed, and that she did not wish to retract it.  GIVEN UNDER MY HAND AND SEAL OF OFFICE this	acknowledged such instrument to be her act and deed, and she declared that she had willingly signed the same for the purposes and canaideration therein expressed, and that she did not wish to retract it.  GIVEN UNDER MY HAND AND SEAL OF OFFICE this	Notary Public in and for the County of Polk	
acknowledged such instrument to be her act and deed, and she declared that she she willingly signed the same for the purposes and consideration therein expressed, and that she did not wish to retract it.  GIVEN UNDER MY HAND AND SEAL OF OFFICE this	acknowledged such instrument to be her act and deed, and she declared that she she willingly signed the same for the purposes and consideration therein expressed, and that she did not wish to retract it.  GIVEN UNDER MY HAND AND SEAL OF OFFICE this	State of long.	
County of	County of	(i_8.)	
I HEREBY CERTIFY that the feregoing instrument of writing, with its certificate of suthentication, was filled for record in my office on the	I HEREBY CERTIFY that the feregoing instrument of writing, with its certificate of suthentication, was filled for record in my office on the	THE STATE OF TEXAS,	
AD. 19 st o'clock M, and was duly recorded by me on the	and was duly recorded by me on the	County of	
and was duly recorded by me on the	and was duly recorded by me on the		
WITNESS MY HAND and the Seal of the County Court of said County, at my office in the day and year last above written.  FILED FOR RECORD  APB. 100 O'CLOCK AM County Clerk County Texas.  By Deputy.  H. R. STEVENS, IR.  Clerk County Court, Brozzoda Co., Sec., St. 100 O O O O O O O O O O O O O O O O O O	WITNESS MY HAND and the Seal of the County Court of said County, at my office in the day and year last above written.  FILED FOR RECORD  APS. 10 0'CLOCK  By  County Clerk  County Clerk  County Clerk  Clerk County Court, Brozzoda Co. 160.  BY  Clerk County Court, Brozzoda Co. 160.  BY  Clerk County Court, Brozzoda Co. 160.  BY  Clerk County Court, Brozzoda Co. 160.  BY  Clerk County Court, Brozzoda Co. 160.  BY  Clerk County Court, Brozzoda Co. 160.  BY  Clerk County Court, Brozzoda Co. 160.  BY  Clerk County Court, Brozzoda Co. 160.  BY  Clerk County Court, Brozzoda Co. 160.  BY  Clerk County Court, Brozzoda Co. 160.  BY  Clerk County Court, Brozzoda Co. 160.  BY  Clerk County Court, Brozzoda Co. 160.  BY  Clerk County Court, Brozzoda Co. 160.  BY  Clerk County Court, Brozzoda Co. 160.  BY  Clerk County Court, Brozzoda Co. 160.  BY  Clerk County Court, Brozzoda Co. 160.  BY  Clerk County Court, Brozzoda Co. 160.  BY  Clerk County Court, Brozzoda Co. 160.  BY  Clerk County Court, Brozzoda Co. 160.  BY  Clerk County Court, Brozzoda Co. 160.  BY  Clerk County Court, Brozzoda Co. 160.  BY  Clerk County Court, Brozzoda Co. 160.  BY  Clerk County Court, Brozzoda Co. 160.  BY  County Court, Brozzoda Co. 160.  BY  County Court, Brozzoda Co. 160.  BY  County Court, Brozzoda Co. 160.  BY  County Court, Brozzoda Co. 160.  BY  County Court, Brozzoda Co. 160.  BY  County Court, Brozzoda Co. 160.  BY  County Court, Brozzoda Co. 160.  BY  County Court, Brozzoda Co. 160.  BY  County Court, Brozzoda Co. 160.  BY  County Court, Brozzoda Co. 160.  BY  County Court, Brozzoda Co. 160.  BY  County Court, Brozzoda Co. 160.  BY  County Court, Brozzoda Co. 160.  BY  County Court, Brozzoda Co. 160.  BY  County Court, Brozzoda Co. 160.  BY  County Court, Brozzoda Co. 160.  BY  County Court, Brozzoda Co. 160.  BY  County Court, Brozzoda Co. 160.  BY  County Court, Brozzoda Co. 160.  BY  County Court, Brozzoda Co. 160.  BY  County Court, Brozzoda Co. 160.  BY  County Court, Brozzoda Co. 160.  BY  County Court, Brozzoda Co. 160.  BY  County	and was duly recorded by me on theday of, A. D. 19, in Vol	111
FILED FOR RECORD APER VIO O'CLOCK AM  County Clerk. County, Texas.  By Deputy.  H. R. STEVENS, IR.  Clerk County Court, Brozzoda Co. Loc.  BY Clerk County Court, Brozzoda Co. Loc.  BY GO O TO DEPUTY  O O O TO DEPUTY  O O O TO DEPUTY  O O O TO DEPUTY  O O O TO DEPUTY  O O O TO DEPUTY  O O O TO DEPUTY  O O O TO DEPUTY  O O O TO DEPUTY  O O O TO DEPUTY  O O O TO DEPUTY  O O O TO DEPUTY  O O O TO DEPUTY  O O O TO DEPUTY  O O O TO DEPUTY  O O O TO DEPUTY  O O O TO DEPUTY  O O O TO DEPUTY  O O O TO DEPUTY  O O O TO DEPUTY  O O O TO DEPUTY  O O O TO DEPUTY  O O O TO DEPUTY  O O O TO DEPUTY  O O O TO DEPUTY  O O O TO DEPUTY  O O O TO DEPUTY  O O O TO DEPUTY  O O O TO DEPUTY  O O O TO DEPUTY  O O O TO DEPUTY  O O O TO DEPUTY  O O O TO DEPUTY  O O O TO DEPUTY  O O O TO DEPUTY  O O O TO DEPUTY  O O O TO DEPUTY  O O O TO DEPUTY  O O O TO DEPUTY  O O O TO DEPUTY  O O O TO DEPUTY  O O O TO DEPUTY  O O O TO DEPUTY  O O O TO DEPUTY  O O O TO DEPUTY  O O O TO DEPUTY  O O O TO DEPUTY  O O O TO DEPUTY  O O O TO DEPUTY  O O O TO DEPUTY  O O O TO DEPUTY  O O O TO DEPUTY  O O O TO DEPUTY  O O O TO DEPUTY  O O O TO DEPUTY  O O O TO DEPUTY  O O O TO DEPUTY  O O O TO DEPUTY  O O O TO DEPUTY  O O O TO DEPUTY  O O O TO DEPUTY  O O O TO DEPUTY  O O O TO DEPUTY  O O O TO DEPUTY  O O O TO DEPUTY  O O O TO DEPUTY  O O O TO DEPUTY  O O O TO DEPUTY  O O O TO DEPUTY  O O O TO DEPUTY  O O O TO DEPUTY  O O O TO DEPUTY  O O O TO DEPUTY  O O O TO DEPUTY  O O O TO DEPUTY  O O O TO DEPUTY  O O O TO DEPUTY  O O O TO DEPUTY  O O O TO DEPUTY  O O O TO DEPUTY  O O O TO DEPUTY  O O O TO DEPUTY  O O O TO DEPUTY  O O O TO DEPUTY  O O O TO DEPUTY  O O O TO DEPUTY  O O O TO DEPUTY  O O O TO DEPUTY  O O O TO DEPUTY  O O O TO DEPUTY  O O O TO DEPUTY  O O O TO DEPUTY  O O O TO DEPUTY  O O O TO DEPUTY  O O O TO DEPUTY  O O O TO DEPUTY  O O O TO DEPUTY  O O O TO DEPUTY  O O O TO DEPUTY  O O O TO DEPUTY  O O O TO DEPUTY  O O O TO DEPUTY  O O O TO DEPUTY  O O O TO DEPUTY  O O O TO DEPUTY  O O O TO DEPUTY  O O O TO DEPUTY  O O O TO DEPUTY  O O O TO DEPUTY  O O O TO D	FILED FOR RECORD APERATION O'CLOCK AND County Clerk. County, Texas.  By Deputy.  H. R. STEVENS, IR.  Clerk County Court, Brozzoda Co. Lac.  BY A O O THE OCPUTY OF THE OCPUTY OF THE OCPUTY OF THE OCPUTY OF THE OCPUTY OF THE OCPUTY OF THE OCPUTY OF THE OCPUTY OF THE OCPUTY OF THE OCPUTY OF THE OCPUTY OF THE OCPUTY OF THE OCPUTY OF THE OCPUTY OF THE OCPUTY OF THE OCPUTY OF THE OCPUTY OF THE OCPUTY OF THE OCPUTY OF THE OCPUTY OF THE OCPUTY OF THE OCPUTY OF THE OCPUTY OF THE OCPUTY OF THE OCPUTY OF THE OCPUTY OF THE OCPUTY OF THE OCPUTY OF THE OCPUTY OF THE OCPUTY OF THE OCPUTY OF THE OCPUTY OF THE OCPUTY OF THE OCPUTY OF THE OCPUTY OF THE OCPUTY OF THE OCPUTY OF THE OCPUTY OF THE OCPUTY OF THE OCPUTY OF THE OCPUTY OF THE OCPUTY OF THE OCPUTY OF THE OCPUTY OF THE OCPUTY OF THE OCPUTY OF THE OCPUTY OF THE OCPUTY OF THE OCPUTY OF THE OCPUTY OF THE OCPUTY OF THE OCPUTY OF THE OCPUTY OF THE OCPUTY OF THE OCPUTY OF THE OCPUTY OF THE OCPUTY OF THE OCPUTY OF THE OCPUTY OF THE OCPUTY OF THE OCPUTY OF THE OCPUTY OF THE OCPUTY OF THE OCPUTY OF THE OCPUTY OF THE OCPUTY OF THE OCPUTY OF THE OCPUTY OF THE OCPUTY OF THE OCPUTY OF THE OCPUTY OF THE OCPUTY OF THE OCPUTY OF THE OCPUTY OF THE OCPUTY OF THE OCPUTY OF THE OCPUTY OF THE OCPUTY OF THE OCPUTY OF THE OCPUTY OF THE OCPUTY OF THE OCPUTY OF THE OCPUTY OF THE OCPUTY OF THE OCPUTY OF THE OCPUTY OF THE OCPUTY OF THE OCPUTY OF THE OCPUTY OF THE OCPUTY OF THE OCPUTY OF THE OCPUTY OF THE OCPUTY OF THE OCPUTY OF THE OCPUTY OF THE OCPUTY OF THE OCPUTY OF THE OCPUTY OF THE OCPUTY OF THE OCPUTY OF THE OCPUTY OF THE OCPUTY OF THE OCPUTY OF THE OCPUTY OF THE OCPUTY OF THE OCPUTY OF THE OCPUTY OF THE OCPUTY OF THE OCPUTY OF THE OCPUTY OF THE OCPUTY OF THE OCPUTY OF THE OCPUTY OF THE OCPUTY OF THE OCPUTY OF THE OCPUTY OF THE OCPUTY OF THE OCPUTY OF THE OCPUTY OF THE OCPUTY OF THE OCPUTY OF THE OCPUTY OF THE OCPUTY OF THE OCPUTY OF THE OCPUTY OF THE OCPUTY OF THE OCPUTY OF THE OCPUTY OF THE OCPUTY OF THE OCPUTY OF THE OCPUTY OF THE OCPUTY OF THE OCPUTY OF THE OCPUTY OF THE OCPUTY OF THE OCP		
AFB. 470 O'CLOCK A. M. County Clerk County, Texas.  By Deputy.  All R. STEVENS, IR.  Clerk County Court, Brozzofa Ca. 184.  BY Grant Clerk County Court, Brozzofa Ca. 184.  BY G. G. C. County Court, Brozzofa Ca. 184.  BY G. G. C. C. C. C. C. C. C. C. C. C. C. C. C.	AFB. 470 O'CLOCK A. M. County Clerk County, Texas.  By Deputy.  AR. R. STEVENS, IR.  Clerk County Court, Brozzofa Ca. Tex.  BY Grant Clerk County Court, Brozzofa Ca. Tex.  BY G. G. C. C. C. C. C. C. C. C. C. C. C. C. C.	the day and year last above written.	
Deputy.  N. R. STEVENS, JR.  Clork County Court, Brazoda Co., No. 181.  Deputy.  Ocure of Court, Court, Brazoda Co., No. 181.  Deputy.	Deputy.  Deputy.  Openaty Clock County County Brazoga Co., No. 18.  Deputy.  Openaty Clock County County Brazoga Co., No. 18.  Openaty Clock County County Brazoga Co., No. 18.  Openaty Clock County Clock Co., No. 18.  Openaty Clock County Clock Co., No. 18.  Openaty Clock County Clock Co., No. 18.  Openaty Clock County Clock Co., No. 18.  Openaty Clock County Clock Co., No. 18.  Openaty Clock County Clock Co., No. 18.  Openaty Clock County Clock Co., No. 18.  Openaty Clock County Clock Co., No. 18.  Openaty Clock Co., No. 18.  Openaty Clock Co., No. 18.  Openaty Clock Co., No. 18.  Openaty Clock Co., No. 18.  Openaty Clock Co., No. 18.  Openaty Clock Co., No. 18.  Openaty Clock Co., No. 18.  Openaty Clock Co., No. 18.  Openaty Clock Co., No. 18.  Openaty Clock Co., No. 18.  Openaty Clock Co., No. 18.  Openaty Clock Co., No. 18.  Openaty Clock Co., No. 18.  Openaty Clock Co., No. 18.  Openaty Clock Co., No. 18.  Openaty Clock Co., No. 18.  Openaty Clock Co., No. 18.  Openaty Clock Co., No. 18.  Openaty Clock Co., No. 18.  Openaty Clock Co., No. 18.  Openaty Clock Co., No. 18.  Openaty Clock Co., No. 18.  Openaty Clock Co., No. 18.  Openaty Clock Co., No. 18.  Openaty Clock Co., No. 18.  Openaty Clock Co., No. 18.  Openaty Clock Co., No. 18.  Openaty Clock Co., No. 18.  Openaty Clock Co., No. 18.  Openaty Clock Co., No. 18.  Openaty Clock Co., No. 18.  Openaty Clock Co., No. 18.  Openaty Clock Co., No. 18.  Openaty Clock Co., No. 18.  Openaty Clock Co., No. 18.  Openaty Clock Co., No. 18.  Openaty Clock Co., No. 18.  Openaty Clock Co., No. 18.  Openaty Clock Co., No. 18.  Openaty Clock Co., No. 18.  Openaty Clock Co., No. 18.  Openaty Clock Co., No. 18.  Openaty Clock Co., No. 18.  Openaty Clock Co., No. 18.  Openaty Clock Co., No. 18.  Openaty Clock Co., No. 18.  Openaty Clock Co., No. 18.  Openaty Clock Co., No. 18.  Openaty Clock Co., No. 18.  Openaty Clock Co., No. 18.  Openaty Clock Co., No. 18.  Openaty Clock Co., No. 18.  Openaty Clock Co., No. 18.  Openaty Clock Co., No. 18.  Openaty Clock Co., No. 18.  O	PILEU FOR RECORD.	y. Terrae
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TO BY THE CARBILL CO., NOUSTON

# THE STATE OF TEXAS

# VOL 298 PALE 136

County of BRAZORIA Know all Men by these Presents:

		of the County
of Brazoria	and State of Texas	hereinafter called party
of the first part whether one or more,	, in consideration of the sum of Ten I	ollars, to him in hand paid by
L. R. GIESE, Trustee,	of the County	of Brazoria
and State ofTexas	the receipt w	hereof is hereby acknowledged,
and of the further consideration, uses,	purposes and trusts herein set forth as	id declared, have Granted, Bar-
<del>-</del>	ts do Grant, Bargain, Sell, Alien, Conv IESE, Trustee,	-
L. R. G.		
***************************************		hereinafter called narty of the

Tracts Number 54 and 55, in Division 8, Brazos Coast Investment Company Subdivision, F. J. Calvit Survey, Abstract 51, Brazoria County, Texas.

Tracts Number 4 and 5, in Division 2, Brazos Coast Investment Company Subdivision, F. J. Calvit Survey, Abstract 51, Brazoria County, Texas.

Lot 104, Bridge Harbor Subdivision, in the F. J. Calvit Survey, Abstract 51, Brazoria County, Texas.

# DEED OF TRUST VOL. 298 PAGE 137

appurtenances to the same belonging or in anywise incident or appertaining: TO HAVE AND TO HOL	nd
T. D. Clara Trustee	Œ
unto L. R. Giese, Trustee, the said party of the second part, and to	bis
successors and his assigns forever, said party of first part hereby covenanting and agreeing to FOREVI	ER
WARRANT AND DEFEND the premises aforesaid, and every part thereof unto the said	
L. R. Giese, Trustee, and to the Substitute Trustee, and to the assigns of a	
Trustee hereunder, against all persons whomsoever, lawfully claiming or to claim the same, for and up	
the following trusts, terms and conditions, to-wit: That whereas	
A, B, Williamson	
the said party of the first part is justly indebt	ted
to The First National Bank of Angleton, Texas	
	*****
hereinafter called party of the th	ird
part whether one or more, as evidenced by his certain promissory note executed by the said party the first part, and payable to the order of the said party of the third part, as follows. to-wit:	oí
Note, of even date herewith, in the principal amount of Thirty-Five Thousand	_
Dollars (\$35,000.00), bearing interest from date at the rate of eight per cent (8%) per annum, said note being payable on or before one (1) year	46
after date, at Angleton, Texas.	0.7
and date, at registery reads.	
And, whereas, it is contemplated that said party of first partA.B. Williamson	
	aid
may hereafter become indebted unto sparty of the third part in further sum or sums, which said indebtedness now accrued or to accrue in future	aid e it
may hereafter become indebted unto sparty of the third part in further sum or sums, which said indebtedness now accrued or to accrue in future	aid e it
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party of the third part in further sum or sums, which said indebtedness now accrued or to accrue in future is agreed shall all be payable atAngleton, Texas and bear interest at the rate of	aid e it on-
may hereafter become indebted unto a party of the third part in further sum or sums, which said indebtedness now accrued or to accrue in future is agreed shall all be payable at <u>Angleton</u> . Texas and bear interest at the rate of per cent per annum from date of accrual until paid, by whatever means the same shall accrue, and this contents are shall accrue, and this contents are shall accrue.	e it
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party of the third part in further sum or sums, which said indebtedness now accrued or to accrue in future is agreed shall all be payable at. Angleton. Texas. and bear interest at the rate of more cent per annum from date of accrual until paid, by whatever means the same shall accrue, and this everywhere is made for the security and enforcement of the payment of said present and future indebtednes. Now, should the said party of the first part make prompt payment of said indebtedness, both principand interest, as the same shall become due and payable, and strictly comply with all the conditions and quirements herein provided, then this conveyance shall become null and of no further force or effect, a shall be released at the cost and expense of the said party of the first part. But should the said	e it
may hereafter become indebted unto a party of the third part in further sum or sums, which said indebtedness now accrued or to accrue in future is agreed shall all be payable at	on- ess. pal re- and
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public places in each County where said real estate is situated one of which shall be at the Court House

# URL 298 MAE 138

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de	por of such county, and by giving such other advertisement and notice as is, or may be, required by law,	
	sell the same, in accordance with such advertisement, at public auction in front of the door of the Court	
	ouse of County, in the	l
	tate of Texas, on the first Tuesday in any month between the hours of 10 o'clock A.'M. and 4 o'clock P. M.,	
to	the highest bidder for cash, selling all property above conveyed as an entirety or in parcels, as the Trustee ting may elect—and make due conveyance to the purchaser or purchasers, with general warranty, binding the said party of in first part herein, and his beirs and assigns; and, out of the money arising from such sale, the Trustee acting shall pay.	
tion can provide a service and constant and constant and constant and constant and constant and constant and constant and constant and constant and constant and constant and constant and constant and constant and constant and constant and constant and constant and constant and constant and constant and constant and constant and constant and constant and constant and constant and constant and constant and constant and constant and constant and constant and constant and constant and constant and constant and constant and constant and constant and constant and constant and constant and constant and constant and constant and constant and constant and constant and constant and constant and constant and constant and constant and constant and constant and constant and constant and constant and constant and constant and constant and constant and constant and constant and constant and constant and constant and constant and constant and constant and constant and constant and constant and constant and constant and constant and constant and constant and constant and constant and constant and constant and constant and constant and constant and constant and constant and constant and constant and constant and constant and constant and constant and constant and constant and constant and constant and constant and constant and constant and constant and constant and constant and constant and constant and constant and constant and constant and constant and constant and constant and constant and constant and constant and constant and constant and constant and constant and constant and constant and constant and constant and constant and constant and constant and constant and constant and constant and constant and constant and constant and constant and constant and constant and constant and constant and constant and constant and constant and constant and constant and constant and constant and constant and constant and constant and constant and constant and constant and constant and constant and constant and constant and constant and	the said party of the third part, or any other holder thereof, the full amount of principal and interest due and unpaid on it indebtedness as hereinbefore set forth, rendering the balance of the purchase money, if any, to the said party of the first ort, his heirs or assigns; and said sale shall forever be a perpetual bar against the said party of the first part, his heirs and signs, and all other persons claiming under any of them. It is expressly agreed that the recitals in the conveyance to the inclaser shall be full evidence of the truth of the matters therein stated, and all prerequisites to said sale shall be presumed have been performed. In case of the absence, death, inability, refusal or failure of the Trustee herein named to set, a succision and substitute may be named, constituted and appointed by the said party of the third part herein, or other holder of ide indebtedness without other formality than an appointment and designation in writing; and this conveyance shall vest in an arroad duties berein conferred on said Trustee named, and his conveyance to the purchaser shall be equally valid and fective; and such right to appoint a successor or substitute Trustee shall exist as often and whenever from any of said causes, by Trustee, original or substitute, cannot or will not act. The party of the third part, or other holder under them, shall have und rights to become the purchasers at such sale, heing the highest bidder	
oi sa de	the first part to the party of the third part, with interest at the rate of eight per cent per annum from the date when the me was so incurred or paid, and shall stand secured and payable by and under this deed in like manner with the other in- bitedness herein mentioned, and the amount and nature of such expenses and time when paid shall be held fully established the affidavit of the party of the third part, or of his agent, or by the certificate of any Trustee acting hereunder.	
e e	It is further agreed and stipulated that the security herein and hereby provided shall not affect, nor be affected by any her or further accurity taken or to be taken for the same indebtedness, or any part thereof; amiliamentary provided flow for further security taken or to be taken for the same indebtedness, or any part thereof; amiliamentary provided flow for further and participated flow for further supplies to the same for the same indebtedness. The same flow for further supplies for the same flow flow flow flow flow flow flow flow	EL.
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zek un T	Our homeococycles experimentage and the option of the first part", "party of accord part", and "party of third part" shall include it is agreed that the terms "party of the first part", "party of accord part", and "party of third part" shall include it respective parties so denominated, regardless of number or character, and similarly that the pronoun "him" shall include ser", "them" and "it" and the possessive adjective "his" shall include "her", "their" and "its" wherever applicable, and that agular forms of verbs shall include the plural wherever applicable.	P.
	IN TESTIMONY WHEREOF, said part Y of the first part has hereunto signed his name  at Angleton, Texas this day of November	
	1.B. Williamson	l

A.B. Williamson

# DEED OF TRUST VOL 298 PAGE 139

A Notary Public in and for said County and State, this day personally appeared  A. B. WILLIAMSON  Income to me to the person whose name 15 subscribed to the foregoing instrument, and acknowledged to me that he executed sause for the purposes and consideration therein expressed.  GIVEN under my hand and seal of office, this day of November 1966  Notary Public in and for Brazoria County, Texas Notary Public, in and for Brazoria County, Texas Notary Public, in and for Serious County, Texas Notary Public, in and for Serious County, Texas Notary Public, in and for said County and State, this day personally appeared  in and for said County and State, this day personally appeared  of the person whose name subscribed to the foregoing instrument, and having been examined by me willy and apart from her husband, and having the same fully explained to her, she, the said	THE STATE OF TEXAS,	
THE STATE OF TEXAS.  THE STATE OF TEXAS.  THE STATE OF TEXAS.  THE STATE OF TEXAS.  THE STATE OF TEXAS.  THE STATE OF TEXAS.  THE STATE OF TEXAS.  THE STATE OF TEXAS.  THE STATE OF TEXAS.  THE STATE OF TEXAS.  THE STATE OF TEXAS.  THE STATE OF TEXAS.  THE STATE OF TEXAS.  THE STATE OF TEXAS.  THE STATE OF TEXAS.  THE STATE OF TEXAS.  THE STATE OF TEXAS.  THE STATE OF TEXAS.  THE STATE OF TEXAS.  THE STATE OF TEXAS.  THE STATE OF TEXAS.  THE STATE OF TEXAS.  THE STATE OF TEXAS.  THE STATE OF TEXAS.  THE STATE OF TEXAS.  THE STATE OF TEXAS.  THE STATE OF TEXAS.  THE STATE OF TEXAS.  THE STATE OF TEXAS.  THE STATE OF TEXAS.  THE STATE OF TEXAS.  THE STATE OF TEXAS.  THE STATE OF TEXAS.  THE STATE OF TEXAS.  THE STATE OF TEXAS.  THE STATE OF TEXAS.  THE STATE OF TEXAS.  THE STATE OF TEXAS.  THE STATE OF TEXAS.  THE STATE OF TEXAS.  THE STATE OF TEXAS.  THE STATE OF TEXAS.  THE STATE OF TEXAS.  THE STATE OF TEXAS.  THE STATE OF TEXAS.  THE STATE OF TEXAS.  THE STATE OF TEXAS.  THE STATE OF TEXAS.  THE STATE OF TEXAS.  THE STATE OF TEXAS.  THE STATE OF TEXAS.  THE STATE OF TEXAS.  THE STATE OF TEXAS.  THE STATE OF TEXAS.  THE STATE OF TEXAS.  THE STATE OF TEXAS.  THE STATE OF TEXAS.  THE STATE OF TEXAS.  THE STATE OF TEXAS.  THE STATE OF TEXAS.  THE STATE OF TEXAS.  THE STATE OF TEXAS.  THE STATE OF TEXAS.  THE STATE OF TEXAS.  THE STATE OF TEXAS.  THE STATE OF TEXAS.  THE STATE OF TEXAS.  THE STATE OF TEXAS.  THE STATE OF TEXAS.  THE STATE OF TEXAS.  THE STATE OF TEXAS.  THE STATE OF TEXAS.  THE STATE OF TEXAS.  THE STATE OF TEXAS.  THE STATE OF TEXAS.  THE STATE OF TEXAS.  THE STATE OF TEXAS.  THE STATE OF TEXAS.  THE STATE OF TEXAS.  THE STATE OF TEXAS.  THE STATE OF TEXAS.  THE STATE OF TEXAS.  THE STATE OF TEXAS.  THE STATE OF TEXAS.  THE STATE OF TEXAS.  THE STATE OF TEXAS.  THE STATE OF TEXAS.  THE STATE OF TEXAS.  THE STATE OF TEXAS.  THE STATE OF TEXAS.  THE STATE OF TEXAS.  THE STATE OF TEXAS.  THE STATE OF TEXAS.  THE STATE OF TEXAS.  THE STATE OF TEXAS.  THE STATE OF TEXAS.  THE STATE OF TEXAS.  THE STATE	County of BRAZORIA	BEFORE ME
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THE STATE OF TEXAS.  BEFORE ME  In and for Brazoria County, Texas  Notary Public in and for Brazoria County, Texas  Notary Public in and for Brazoria County, Texas  Notary Public in and for Brazoria County, Texas  Notary Public in and for Brazoria County, Texas  Notary Public in and for Brazoria County, Texas  Notary Public in and for Brazoria County, Texas  Notary Public in and for Brazoria County, Texas  Notary Public in and for Brazoria County, Texas  Notary Public in and for Brazoria County, Texas  Notary Public in and for Brazoria County, Texas  Notary Public in and for Brazoria County, Texas  Notary Public in and for Brazoria County, Texas  Notary Public in and for Brazoria County, Texas  In and for said County and State, this day premain of the personal part from her busband, and having the same fully explained to her, the, the said.  Schoon-ledged said intermental in the said county and and seal of office, this day of TRUTY COCLOCK  NOV 10 19866  FIED FOR RECORD  IN IN TOTAL STATE OF TEXAS.  In THE STATE OF TEXAS.  In THE STATE OF TEXAS.  It is an an an an and for Brazoria County, Texas, do hereby certify that the foregoing instrument of writing, dated the day of the county Texas, do hereby certify that the foregoing instrument of writing, dated the day of the county Texas, do hereby certify that the foregoing instrument of writing, dated the day of the county Texas, do hereby certify that the foregoing instrument of writing, dated the day of the county Texas, do hereby certify that the foregoing instrument of writing, dated the day of the County, Texas, do hereby certify that the foregoing instrument of writing, dated the day of the County of with in a day of the County of the county of the county of the county of the county of the county of the county of the county of the county of the county of the county of the county of the county of the county of the county of the county of the county of the county of the county of the county of the county of the county of the county of the county of the county of		
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Notary Public in and for Brezoria County, Texas  BREFORE ME  BREFORE ME  Is and for said County and State, this day personally appeared  Is and for said County and State, who to me to be the person. whose name. subscribed to the foregoing instrument, and having been examined by me fly and apart from her busband, and having the same fully explained to her, she, the said.  Schowledged said instrument, that she did not wish to retract it.  GIVEN under my hand and seal of office, this day of.  PUUS PURSON  THE STATE OF TEXAS.  BEFORE ME  IN THE STATE OF TEXAS.  BEFORE ME  FUED FOR RECORD  NOV 10 19666  H. R. STEVENS, IF  FUED FOR RECORD  NOV 10 19666  H. R. STEVENS, IF  FUED FOR RECORD  NOV 10 19666  H. R. STEVENS, IF  FUED FOR RECORD  NOV 10 19666  H. R. STEVENS, IF  FUED FOR RECORD  NOV 10 19666  H. R. STEVENS, IF  FUED FOR RECORD  NOV 10 19666  H. R. STEVENS, IF  FUED FOR RECORD  NOV 10 19666  H. R. STEVENS, IF  FUED FOR RECORD  NOV 10 19666  H. R. 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THE STATE OF TEXAS.  BEFORE ME  in and for said County and State, this day personally appeared in of.  whose name subscribed to the foregoing instrument, and having been examined by one ifly and apart from her husband, and having the same fully explained to her, she, the said.  BEFORE ME  in and for said County and State, who to me to be the person whose name subscribed to the foregoing instrument, and having been examined by one ifly and apart from her husband, and having the same fully explained to her, she, the said.  BEFORE ME  in and for said County and State,  that she did not wish to retract it.  GIVEN under my hand and seal of office, this  OFFICE  INVITED FOR RECORD  NOV 10 1966  H. R. SIEVENS, JR  FIED FOR RECORD  NOV 10 1966  H. R. SIEVENS, JR  FIED FOR RECORD  NOV 10 1966  H. R. SIEVENS, JR  FIED FOR RECORD  NOV 10 1966  H. R. SIEVENS, JR  FIED FOR RECORD  AND TEXAS.  County, Texas, do hereby certify that the foregoing remeated of writing, dated the  subtentication, was deposited with me and filed in my office on the  Otiock. M. and duly recorded on the  Otiock. M. and duly recorded on the  Otiock. M. and duly recorded on the  Otiock. M. and duly recorded on the  Otiock. M. and duly recorded on the  Otiock M. and and seal of the County Court of said County, at my office in.		Texa's MRS. KATHY KELSE.  Michael Public, in and for Brazona County, Jaxan
is and for said County and State, this day personally appeared.  is of.  who to me to be the person	THE STATE OF TEXAS.	
this day personally appeared.  The control of the the person	mty of	BEFORE ME
this day personally appeared  of.  of.  of.  of.  of.  of.  of.  of	<u> </u>	is and for said County and State,
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MET-T, W. DEED OF TRUST-TAX AND	INSURANCE CLASSES—(Seriori Perm of ESSL)—Class S	

## THE STATE OF TEXAS,

County of...

Know all Men by these Presents:

THAT I. A. B. WILLIAM	SON.		
			of the County
of Brazoria	and State of	Texas	hereinafter called party
of the first part whether one or more, in cor	nsideration of the sur	n of Ten Dollars, to l	him in hand paid by
L. R. GIESE, Trustee,			
and State of Texas		the receipt wh	nereof is hereby acknowledged,
and of the further consideration, uses, pur	poses and trusts her	ein set forth and dec	clared, have Granted, Bargained
and Sold, and by these presents do Grant, L. R. G	Bargain, Sell, Alien, SIESE, Trustee,	Convey and Confin	m, unto the said
17			-, 4, 5
		he	reinafter called party of the
second part, whether one or more, and also	o to the Substitute	Prustee as hereinafte	r provided, all of the following
described real estate; lying and being situated to-wit:	d in the County of	Brazoria	in the State of Texas.

#### Parcel Number One:

Tracts Number 54 and 55, in Division 8, Brazos Coast Investment Company Subdivision, F. J. Calvit Survey, Abstract 51, Brazoria County, Texas;

Tracts Number 4 and 5, in Division 2, Brazos Coast Investment Company Subdivision, F. J. Calvit Survey, Abstract 51, Brazoria County, Texas; and

Lot Number 104, Bridge Harbor Subdivision, in the F. J. Calvit Survey, Abstract 51, Brazoria County, Texas.

#### Parcel Number Two:

29.35 acres of land, being all of Tracts 20, 21 and 24 and a portion of Tracts 6, 7, 8 & 9, Division 2, Brazos Coast Investment Company Subdivision, F. J. Calvit League, Abstrac t 51, Brazoria County, Texas.

It is understood and agreed that as to Parcel Number Two the lien thus granted today is subordinate and inferior to a certain lien described in a Deed from Frank K. Stevens to Paul J. Dulin, et al, dated November 5, 1958, recorded in Volume 227, Page 629, Deed Records, Brazoria County, Texas.

It is understood and agreed that the lien described in that certain Deed of Trust, dated November 9, 1966, executed by the undersigned to L. R. Giese, Trustee, to secure the payment of the note dated November 9, 1966, and recorded Volume 298, Page 136, Deed of Trust Records of Brazoria County, Texas, is in no manner released but remains as first and superior lien on the above described Parcel Number One.

# DEED OF TRUST VOL 312 PAGE 335

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### DEED OF TRUST NOTS

**\$\$3,500.00** 

Angleton, Texas

September 19, 1967

On or before one (1) year after date, for value received, the undersigned promises to pay to THE FIRST NATIONAL BANK OF ANGLEYON, Angleton, Texas, or order, the sum of FIFTY-THREE THOUSAND, FIVE HUNDRED and No/100 DOLLARS (\$53,500.00), with interest from date at the rate of eight per cent (8%) per annum, both principal and interest psyable at Angleton, Texas.

The interest on this note is payable contemporaneously with payment of principal, and all past due interest and principal shall beer interest from maturity at the rate of ten per cent per annum.

This note to the extent of Thirty-Eight Thousand Pive Hundred Dollars (\$38,500.00) represents a renewal and extension of those certain notes dated November 9, 1966 and July 20, 1967, executed by the undersigned to The First National Bank of Angleton, Texas, and the additional sum of Fifteen Thousand Dollars (\$15,000.00) represents money this day advanced to the undersigned by The First National Bank of Angleton, Texas, and to secure the credit thus extended, I have this day, by my certain Deed of Trust, conveyed to L. R. Giese, Trustee, the following described tracts or percels of land situated in Brasoria County, Texas, to-wit:

#### Parcel Number One:

Tracts Number 54 and 55, in Division 8, Brasos Coast Investment Company Subdivision, P. J. Calvit Survey, Abstract 51, Brasoria County, Texas;

Tracts Number 4 and 5, in Division 2, Brazos Coast Investment Company Subdivision, P. J. Calvit Survey, Abstract 51, Brazoria County, Texas; and

Lot Number 104, Bridge Herbor Subdivision, in the F. J. Calvit Survey, Abstract S1, Brazoria County, Texas.

#### Parcel Number Two:

29.35 acres of land, being all of Tracts 20, 21 and 24 and a portion of Tracts 6, 7, 8 & 9, Division 2, Brazos Coast Investment Company Subdivision, F. J. Celvit League, Abstract 51, Brazoria County, Texas.

It is understood and agreed that as to Percel Number Two the lien thus granted today is subordinate and inferior to a certain lien described in a Deed from Frank K. Stevens to Paul J. Dulin, et al, dated November 5, 1958, recorded in Volume 227, Page 629, Deed Records, Braseria Causty, Texas.

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# COESD OF THIS !

It is understood and agreed that failure to pay this note or any interest hereon when due, or the failure to perform any of the agreements contained in said Deed of Trust, shall, at the option of the holder of said note, mature said note and it shall become at once due and payable and subject to foreclosure proceedings under said Deed of Trust.

And it is hereby specially agreed that if this note is placed in the hands of an attorney for collection, or if collected by suit or through Probate or Bankruptcy proceedings, the undersigned agrees to pay ten per cent additional on the principal and interest then owing hereon as Attorney's Pees.

A. B. Williamson

DEED OF TRUST va. 312 mg 338

And, whereas, it is contemplated that said party of first part	A, B. Williamson
	x 15 15
	may hereafter become indebted unto said
party of the third part in further sum or sums, which said indeb	tedness now accrued or to accrue in future it is agreed
chail all be payable at <u>Angleton</u> . <u>Texas</u> per cent per annum from date of accrual until paid, by whatever is made for the security and enforcement of the payment of a	er means the same shall accrue, and this conveyance
Now, should the said party of the first part make prominterest, as the same shall become due and payable, and stric berein provided, then this conveyance shall become null and of	tly comply with all the conditions and requirements.
the cost and expense of the said party of the first part. But si	
party of the said indebtedness, or any part thereof, principal or interest, a said party of the first part in any respect fail to keep and perfot to be kept and performed by said party of the first part, then, debtedness remaining unpaid shall, at the option of the party ly mature and become payable, and it shall thereupon, or at as maining unpaid, be the duty of the said party of the second parafter provided, on the request of the said party of the third p presumed) to enforce this Trust; and after advertising the time veyed and described property for at least twenty-one days surwritten or printed notices thereof at three public places in each which shall be at the Court House door of such county, and by may be, required by law, to sell the same, in accordance with the same in accordance with the same is a selected and county.	rm any one or more of the conditions herein provided and in any such case, the whole amount of said in- of the third part, or other holder thereof, immediate- ny time thereafter, the same, or any past thereof, re- therein, and of his successor or substitute, as herein- art, or other holder thereof (which request is hereby ite, place and terms of the sale of all the above con- cessively next before the day of sale, by posting up the County where said real estate is situated one of giving such other advertisement and notice as is, or
door of the Court House of Brazoria	

County, in the State of Texas, on the first Tuesday in any month between the hours of 10 o'clock A. M. and 4 o'clock P. M., to the highest bidder for cash, selling all property above conveyed as an entirety or in parcels, as the Trustee acting may elect—and make due conveyance to the purchaser or purchasers, with general warranty, binding the said party of the first part herein, and his heirs and assigns; and, out of the money arising from such sale, the Trustee acting shall pay, first, all the expenses of advertising, sale and conveyance, including a commission of five per cent to himself and then to the said party of the third part, or any other holder thereof, the full amount of principal and interest due and unpaid on said indebtedness as hersinbefore set forth, rendering the balance of the purchase money, if any, to the said party of the first part, his heirs or assigns; and said sale shall forever be a perpetual bar against the said party of the first port, his beire and assigns, and all other persons claiming under any of them. It is expressly agreed that the recitals in the conveyance to the purchaser shall be full evidence of the truth of the matters therein stated, and all prerequisites to said sale shall be presumed to have been performed. In case of the absence, death, inability, refusal or failure of the Trustee herein named to act, a successor and substitute may be named, constituted and appointed by the said party of the third part herein, or other holder of said indebtedness without other formality than an appointment and designation in writing; and this conveyance shall west in him, as Trustee, the estate and title in all said premises, and he shall thereupon hold, possess and appears all the title, rights. powers and duties herein conferred on said Trustee named, and his conveyance to the purchaser shall be equally valid and effective; and such right to appoint a successor or substitute. Trustee shall exist as often and whenever from any of said exuses, any Trustee, original or substitute, cannot or will not act. The party of the third part, or other holder under them, shall have equal rights to become the purchasers at such sale, being the highest bidder ......

It is agreed and stipulated that the party of the first part herein shall and will, at his own proper cost and expease, keep the properry and premises herein described, and upon which a lien is hereby given and created, in good repair and condition, and pay and discharge, as they are or may become payable, all and every the taxes and amenuments that are or may become payable thereon mader any law, ordinance or regulation, whether made by Federal, State or Municipal authority, and shall keep mid property fully insured in some company or companies approved by the party of the third part, to whom the loss if any, shall be payable, and by whom the policies shall be kept. And in case of default made by the party of the first part in performance of any of the foregoing stipulations, the same may be performed by the party of the third part herein, for account and at the expense of the party of the first part, and any and all expenses incurred and paid in so doing shall be payable by the party of the first part to the party of the third part, with interest at the rate of Sight per conf. annum from the date when the same was so incurred or paid, and shall stand secured and payable by and under this dead in like man with the other indebtedness herein mentioned, and the amount and nature of such expenses and time when paid shall be held fully expenses. lished by the affidavit of the party of the third part, or of his agent, or by the certificate of any Trustee acting hermoder.

It is further agreed and stipulated that the security herein and hereby provided shall not affect, nor be affected by any other or further security taken or to be taken for the same indebtedness, or any part thereof; and the said party of the first part hereby declares that the property begeinbefore mentioned and conveyed to said party of the second part forms no part of any property by him owned, mad. or claimed as exempted from forced sale under the laws of the State of Texas, and disclaims and renounces all and every claim thereto under any such law or laws, and hereby designates the following described property, to wit:

# DEED OF TRUST

as his homestead, and as constituting all the property (of nature similar to that herein conveyed) owned, used or claimed by him as except under said laws.

It is agreed that the terms "party of the first part", "party of second part", and "party of third part" shall include the respective parties so denominated, regardless of number or character, and similarly that the pronoun "him" shall include "her", "then" and "it" and the possessive adjective "his" shall include "her", "their" and "its" wherever applicable, and that singular forms of verbs shall include the plural wherever applicable.

4, <del>3</del>	IN TESTIMONY WHEREOF, said part. Y. of the first part. Description because agence DIS			.n.s. name
	Angleton, Texas	this 19th	day of September	<u> </u>
· ·	19.67			
Wit	nesses at Request of Grantor:	4. f	Milliamson	<u></u>
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		1964 (A. 19	<b>.</b>	

THE STATE OF TEXAS.

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County of part 27 20 55 mm en n total 2 1 129 TENTR
Clerk of the County Court ofCounty, Texas, do hereby certify that the foregoing
instrument of writing, dated theday of, 19, with its certificate of
apthenucation, was deposited with me and filed in my office on theday of
at o'clock M, and duly recorded on the , 19 , at o'clock M,
in the Recc J Deeds of Trusts of said County, in Volume
Witness my hand and seal of the County Court of said County, at my office to
Texas, the day and year last above written.
Clerk, County CourtCounty.

# VOL 312 PAGE 556

13979

RENEWAL AND EXTENSION AGREEMENT

THE STATE OF TEXAS

COUNTY OF BRAZORIA

I

WHEREAS, on the 9th day of November, 1966, A.B. WILLIAMSON made, executed and delivered to THE FIRST NATIONAL BANK OF ANGLETON, Angleton, Texas, his promissory note of that date, in the principal sum of Thirty-Five Thousand Dollars (\$35,000.00), together with interest thereon from date at the rate of eight per cent (8%) per annum, said note being payable on or before one (1) year after date, and to secure the payment of said note the said A.B. Williamson made, executed and delivered to L.R. Giese, Trustee, a deed of trust on the hereinafter described real estate situated in Brazoria County, Texas; and

WHEREAS, on the 20th day of July, 1967, the said A. B. WILLIAMSON made, executed and delivered his promissory note to THE FIRST NATIONAL BANK OF ANGLETON, Angleton, Texas, in the principal sum of Three Thousand Five Hundred D ollars (\$3,500.00), being payable on or before the 20th day of October, 1967; and the first above described note is secured by a Deed of Trust lien on the following described real estate situated in Brazoria County, Texas, to-wit:

Tracts Number 54 and 55, in Division 8, Brazos Coast Investment Company Subdivision, E. J. Calvit Survey, Abstract S1, Brazoria County, Texas;

Tracts Number 4 and 5, in Division 2, Brazos Coast Investment Company Subdivision, F. J. Calvit Survey, Abstract 51, Brazoria County, Texas; and

Lot Number 104, Bridge Harbor Subdivision, in the F. J. Calvit Suvey, Abstract 51, Brazoria County, Texas,

which said Deed of Trust is recorded in Volume 298, Page 136, et seq.

Deed of Trust Records of Brazoria County, Texas, to which reference is here

made for all purposes; and

D-175

# VOL 312 PAGE 557

the legal owner and holder of said notes and said liens securing the same and there is now owing on said notes the sum of Thirty-Eight Thousand,

Five Hundred Dollars (\$38,500.00) and the said A. B. Williamson has this day borrowed from The First National Bank of Angleton, Angleton, Texas, an additional sum of Fifteen Thousand Dollars (\$15,000.00) and there is now owing a total to The First National Bank of Angleton, Angleton, Texas, the sum of Fifty-Three Thousand, Five Hundred Dollars (\$53,500.00) and the said A. B. Williamson desires to renew and extend said notes and said liens securing the same on the above described property until all of said notes and interest thereon shall have been fully paid and it is agreeable with said bank to grant such renewal and extension as hereinafter provided.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS: That I, A. B. WILLIAMSON acknowledge that I am indebted to THE FIRST NATIONAL BANK OF ANGLETON, Angleton, Texas, in the sum of Fifty-Three Thousand, Five Hundred Dollars (\$53,500.00), being the balance owing on that note dated July 20, 1967. and the note dated November 9, 1966, and the additional sum of Fifteen Thousand Dollars this day advanced, and which said note is secured by a Deed of Trust lien as above recited and I do hereby agree to pay said sum of Fifty-Three Thousand Five Hundred Dollars (\$53,500.00) to The First National Bank of Angleton, Angleton, Texas, on or before one (1) year after, with interest at the rate of eight per cent (8%) per annum, the interest being payable contemporaneously. with payment of principal, and for the purpose of evidencing said agreement I do hereby make, execute and deliver to The First National Bank of Angleton, Angleton Texas, my promissory note of this date for the sum of Fifty-Three Thousand Five Hundred Dollars (\$53,500.00), and it is further understood and agreed by the parties that the payment of said note shall be secured by the Deed of Trust lien hereinabove recited and an additional Deed of Trust lien this day to be executed by me and the said liens and all rights, powers and equities incident thereto

## DEED OF TRUST VOL 312 PAGE 558

shall remain in full force and effect until said above mentioned note is fully paid according to its face, tenor and effect.

WITNESS THIS EXTENSION AGREEMENT, this 19th day of September, 1967.

THE STATE OF TEXAS

COUNTY OF BRAZORIA

BEFORE ME, a Notary Public in and for Brazoria County, Texas, on this day personally appeared A. B. WILLIAMSON known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 19 day of September, 1967.

Notary Public in and for Brazoria

County, Texas

AT <u>8:73</u> O'CLOCK <u>A.</u>

SEP 25 1987

H. R. STEVENS, JR.

## DEED OF TRUST

19389

THE STATE OF TEXAS

X

COUNTY OF BRAZORIA I

WHEREAS, on the 9th day of November, 1966, A. B. WILLIAMSON made, executed and delivered to The First National Bank of Angleton, Texas, his promissory note of that date in 'te principal sum of Thirty Five Thousand Dollars (\$35,000.00) together with interest thereon from date at the rate of Eight Per Cent (6%) per annum, said note being payable on or before one year after date and to secure the payment of said note, said A. B. WILLIAMSON made, executed and delivered to L. R. GIESE, Trustee, a Deed of Trust on the hereinafter described real estate situated in Brazoria County, Texas; and

WHEREAS, on the 20th day of July, 1967, the said A. B. WILLIAMSON made, executed and delivered his promissory note to The First National Bank of Angleton, Texas, in the principal sum of Three Thousand Five Hundred Dollars (\$3,500.00), being payable on or before the 20th day of October, 1967; the first above described note is secured by a Deed of Trust Lien on the following described real estate, situated in Brazoria County, Texas, to-wit:

Tracts Nos. 54 and 55 in Division 6, Brazos Coast Investment Company Subdivision, F. J. Calvit Survey, Abstract 51, Brazoria County, Texas;

Tracts Nos. 4 and 5 in Division 2, Brazos Coast Investment Company Subdivision, F. J. Calvit Survey, Abstract 51, Brazoria County, Texas;

Lot No. 104, Bridge Harbor Subdivision in the F. J. Calvit Survey, Abstract 51, Brazoria County, Texas:

which said Deed of Trust recorded in Volume 298, Page 136, et seq. of the Deed of Trust Records of Brazoria County, Texas, which reference is here made for all purposes; and

WHEREAS, by written instrument dated September 19, 1967, the said A. B. WILLIAMSON borrowed an additional sum of Fifteen Thousand Dollars (\$15,000.00) from The Pirst National Bank of Angleton, Texas, and executed a Renewal and Extension Agreement on that date in the sum of .

Pifty Three Thousand Five Hundred Dollars (\$53,500.00) and which said note

### DEED OF TRUST VOL 335 PAGE 687

was secured by a Deed of Trust Lien on the above described property, recorded in Volume 312, Page 334, of the Deed of Trust Records of Brazoria County, Texas, and the said A. B. WILLIAMSON desires to borrow an additional sum of Ten Thousand Dollars (\$10,000.00) and desires to renew and extend said above described notes and said liens securing the same on the above described property until all of said notes and interests thereon shall have been fully paid; and it is agreeable with said bank to grant such renewal and extension as hereinafter provided.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS, that I, A. E. WILLIAMSON, acknowledged that I am indebted to The First National Bank of Angleton, Texas, in the sum of Sixty Three Thousand Five Hundred Dollars (\$63,500.00) being the balance owing on that note dated September 19, 1967, and the additional sum of \$10,000.00 and which said note is secured by a Deed of Trust Lien above recited, and I do hereby agree to pay said sum of Sixty Three Thousand Five Hundred Dollars (\$63,500 00) to The First National Bank of Angleton, Texas, on or before one (1) year after date with interest at the rate of Eight Per Cent (8%) per annum, and interest being payable contemporaneously with payment of principal, and for the purpose of evidence of said agreement, I do hereby make, execute and deliver to The First National Bank of Angleton, Texas, my promissory note of this date for the said sum of Sixty Three Thousand Five Hundred Dollars (\$63,500.00), and it is further understood and agreed by the parties that the payment of said note shall be secured by the Deed of Trust Lien herein above recited and additional by a Deed of Trust Lien of this date to be executed by me and the said lien and all rights, powers and equities incident thereto shall remain in full force and effect until said above mentioned note is fully paid according to its face, tenor and effect.

WITNESS this Extension Agreement this  $\angle 7$  day of December, 1968.

(B. Williamson

FORE ME A Metary Public in and for Brazoria County, Texas, on My appeared A. B. WILLIAMSON known to me to be the person mane to subscribe the foregoing instrument and acknowledged to me he discussed the last for the purposes and consideration therein expressed. 

> Notary Piblic in and for headrik County, Texas

IN DEED OF TRUST

19390

#### **DEED OF TRUST**

TRE STATE OF TEXAS

COUNTY OF BRAZORIA

KNOW ALL MEN BY THESE PRESENTS:

That I. A. B. WILLIAMSON

of Brazoria	County, Texas, hereinafter called Gr.	autors (whether one or more	) for the purpose of securing
the indebtedness hereinafter	described, and in consideration of the su	m of TEN DOLLARS (\$10.00	)), to us in hand paid by the
Trustee hereinafter named,	the receipt of which is hereby acknowled	iged, and for the further consi	deration of the uses, purposes
and trusts bereinafter set L. R. GIESE	forth, have granted, sold and conveyed	Brazoria County,	Texas, and his substitutes or
successors, all of the follows	ing described real property situated in	Brazoria	County, Texas, and described
as follows, to-wit:			

Tracts Nos. 54 and 55 in Division 8, Brazos Coast Investment Company Subdivision, F. J. Calvit Survey, Abstract 51, Brazoria County, Texas;

Tracts Nos. 4 and 5 in Division 2, Brazos Coast Investment Company Subdivision, F. J. Calvit Survey, Abstract 51, Brazoria County, Texas;

Lot No. 104, Bridge Harbor Subdivision in the F. J. Calvit Survey, Abstract 51, Brazoria County, Texas.

TO HAVE AND TO HOLD the above described property, together with the rights, privileges and appurtenances thereto belonging unto the said Trustee, and to his substitutes or successors forever. And Grantors do hereby bind themselves, their heirs, executors, administrators and assigns to warrant and forever defend the said premises unto the said Trustee, his substitutes or successors and assigns forever, against the claim, or claims, of L?? persons claiming or to claim the same or any part thereof.

This conveyance, however, is made in TRUST to secure payment of	one	promiserry note	of even date
herewith in the principal sum of . Sixty Three Thousand Five	Hundre i	F-74. 2 11 FAFA	
Dollars (\$	63,500.63	.) executed by Grad	ntors, payable to
the order of THE FIRST NATIONAL BANK OF ANGLET	ON		

in the City of Angleton

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VOL 335 PAGE 589

County, Texas as follows, to-wit:

\$63,500.00

Angleten, Texas

December _____ 1968

ON OR BEFORE one (1) year after date for value received, the undersigned promises to pay to THE FIRST NATIONAL BANK OF ANGLETON, TEXAS, or order the sum of Sixty Three Thousand Five Hundred Dollars \$63,500.00) with interest from date at the rate of Eight Per Cent (8%) per annum, both principal and interest payable at Angleton, Texas.

Interest on this note is payable contemporaneously with payment of principal and all past due interests and principals shall beer interest from metarity at the rate of Ten Per Cent (10%) per annum.

This note represents a renewal and extension of those certain notes dated November 9, 1966; July 20, 1967 and September 19, 1967, executed by the undersigned to The First National Bank of Angleton, Texas, and the additional sum of Ten Thousand Dollars (\$10,000.00) this day advanced to the undersigned by The First National Bank of Angleton, Texas, and to secure the credit thus extended, I have this day by my certain Deed of Trust conveyed to L. R. GIESE, Trustee, the following described tracts or parcels of land situated in Brazoria County, Texas, to-wit:

PARCEL NO. 1 - Tracts Nos. 54 and 55 in Division 8 and Tracts Nos. 4 and 5 in Division 2, all in the Brazos Coast Investment Company Subdivision, F. J. Calvit Survey, Abstract 51, Brazoria County, Texas; and Lot No. 104, Bridge Harbor Subdivision in the F. J. Calvit Survey, Abstract 51, Brazoria County, Texas;

PARCEL NO. 2 - 29.35 acres of land being all of Tracts 20, 21 and 24 and a portion of Tracts 6, 7, 8 and 9, Division 2, Brazos Coast Investment Company Subdivision, F. J. Calvit League, Abstract 51, Brazoria County, Texas.

IT IS UNDERSTOOD AND AGREED that as to Parcel No. 2 the Lien thus granted is subordinate and inferior to a certain lien described in a Deed from Frank K. Stevens to Paul J. Dulin, Jr. et al, dated November 5, 1958, recorded in Volume 227, Page 629, Deed Records, Brazoria County, Texas,

IT IS UNDERSTOOD AND AGREED that the Lien described in that certain Deed of Trust dated September 19, 1967, executed by the undersigned, with L. R. GIESE, Trustee, to secure the payment of the note dated September 19, 1967, and recorded in Volume 312, Page 334 of the Deed of Trust Records of Brazoria County, Taxas, is in no manner released but remains as first and superior lien on the above described Parcel No. 1.

IT IS UNDERSTOOD AND AGREED that failure to pay this note or any interest thereon when due or the failure to perform any of the agreements contained in said Deed of Trust, shall, at the option of the holder of said note, mature said note and it shall become at once due and payable and subject to foreclosure proceedings under said Deed of Trust.

It is hereby specially agreed that if this note is placed in the hands of an attorney for collection, or if collected by suit or through Probate or Bankruptcy proceedings, the undersigne, agrees to pay ten per cent additional on the principal and interest then owing hereon as Attorney's Pees.

# LA DEED OF TRUST IVEL 335 MEE 690

bearing interest as therein stipulated, providing for acceleration of maturity and for Attorney's fee;

Should Grantors do and perform all of the covenants and agreements herein contained, and make prompt payment of said indebtedness as the same shall become due and payable, then this conveyance shall become cull and void and of no further force and effect, and shall be released at the expense of Grantors, by the legal owner and holder thereof, harainafter called Baneficiery (whether one or more).

The Grantors covenant and agree as follows:

That they are lawfully seized of said property, and have the right to convey the same; that said property is free from all encumbrances.

To protect the title and possession of said property and to pay when due all taxes and assessments now existing or hereafter levied or assessed under the laws of the State of Texas upon said property, or the interest therein created by this Deed of Trast, and to preserve and maintain the lien hereby created as a first and prior lien on said property including any improvements hereafter made a part of the realty.

To keep the improvements on said property in good repair and condition, and not to permit or commit any waste thereof; to keep said buildings occupied so as not to impair the insurance carried thereon.

To insure and keep insured all improvements now or hereafter created upon said property against loss or damage by fire and windstorm, and any other hazard or hazards as may be reasonably required from time to time by the Beneficiary during the term of the indebtedness hereby secured, to the extent of the original amount of the indebtedness hereby secured, or to the extent of the full insurable value of said improvements whichever is the lesser, in such form and with such Insurance Company or Companies, as may be approved by the Beneficiary, and to deliver to the Beneficiary the policies of such insurance having attached to said policies such mortgage indemnity clause as the Beneficiary shall direct; to deliver renewals of such policies to the Beneficiary at least ten (10) days before any such insurance policies shall expire; any sums which may become due under any such policy, or policies, may be applied by the Beneficiary, at his option, to reduce said debt, or the Beneficiary may permit Grantors to use said proceeds to repair or replace all improvements damaged or destroyed and covered by said policy.

That in the event Grantors shall fail to keep the improvements on the property hereby conveyed in good repair and condition, or to pay promptly when due all taxes and assertments, as aforesaid, or to preserve the prior lien of this Deed of Trust on said property, or to keep the buildings and improvements insured, as aforesaid, or to deliver the policy, or policies, of insurance or the renewal thereof to the Beneficiary, as aforesaid, then the Beneficiary may, at his option, but without being required to do so, make such repairs, pay such taxes and assessments, purchase any tax title thereon, remove any prior liens, and prosecute or defend any suits in relation to the preservation of the prior lien of this Deed of Trust on said property, or insure and keep insured the improvements thereon in an amount not to exceed that above stipulated; that any sums which may be so paid out by the Beneficiary and all sums paid for insurance premiums, as aforesaid, including the costs, expenses and Attorney's fees paid in any suit affecting said property when necessary to protect the lien hereof shall bear interest from the dates of such payments at ten per cent (10%) per annum, and shall be deemed a part of the debt hereby secured and recoverable as such in all respects.

That in the event of default in the payment of any installment, principal or interest of the note hereby secured, in accordance with the terms thereof, or of a breach of any of the covenants herein contained to be performed by Grantors, then and in any of such events the Beneficiary may elect, Grantors hereby expressly waiving presentment and demand for payment, to declare the entire principal indebtedness hereby secured with all interest accrued thereon and all other sums hereby secured immediately due and payable, and in the event of default in the payment of said indebtedness when due or declared due, it shall theretely not not any time therespren, be the duty of the Trustee, or his successor or substitute as hereinsfter provided, at the request of the Beneficiary, (which request is hereby conclusively presumed) to enforce this trust; and after advertising the time, place and terms of the sale of the above described and conveyed real property for three consecutive weeks prior to the day of sale by posting written or printed notices thereof at three (3) public places in the county where said real property is situated, one of which notices shall be posted at the courthouse door of said county, and which notices may be posted by the Trustee acting, or by any person acting for him, to sell the above described and conveyed real property at public auction in accordance with such notice at the courthouse door of the county in which such real property is situated (provided where said real property is situated in more than one county, then notices as herein provided all property as the such counties where the real property is situated and said above described and conveyed real property may be sold at the counties where the real property is situated and said above described and conveyed real property may be sold at the counties where the real property is situated and said above described and conveyed real property may be sold on the counties where the real property is situated and said show described and conveyed real

It is agreed that in the event a foreclosure hereunder should be commenced by the Trustee, or his substitute or successor, the Beneficiary may at any time before the sale of said property direct the said Trustee to abandon the sale, and may then institute suit for the collection of said note, and for the foreclosure of this Deed of Trust lien; it is further agreed that if the Beneficiary should institute a suit for the collection thereof, and for a foreclosure of this Deed of Trust lien, that he may at any time before the entry of a final judgment in said suit dismiss the same, and require the Trustee, his Substitutes and Successors to sell the property in accordance with the provisions of this Deed of Trust.

The Beneficiary shall have the right to purchase at any sale of the property, being the highest bidder and to have the amount for which such property is sold credited on the debt then owing.

The Beneficiary in any event, is hereby authorized to appoint a substitute trustee, or a successor trustee, to act instead of the Trustee named herein without other formality than the designation in writing of a substitute or successor trustee; and the authority hereby conferred shall extend to the appointment of other successor and substitute trustees successively until the indebtedness hereby secured has been paid in full, or until said ropperty is sold hereunder, and each substitute and successor trustee shall succeed to all of the rights and powers of the original trustee named herein.

In the event any sale is made of the above described property, or any portion thereof, under the terms of this Deed of Trust, Grantors, their heirs and assigns, shall forthwith upon the making of such sale surrender and deliver possession of the property so sold to the Purchaser at such sale, and in the event of their failure to do so they shall thereupon from and after the making of such sale be and continue as the tenants at will of such Purchaser, and in the event of their failure to surrender possession of said property upon demand, the Purchaser, his heirs or assigns, shall be entitled to institute and maintain an action for fereible detainer of said property in the Justice of the Peace Court in the Justice Precinct in which such property, or any part thereof, is situated.

It is agreed that the lien hereby created shall take precedence over and be a prior lien to any other lien of any character whether vendor's, materialmen's or mechanic's lien hereafter created on the above described property, and in the event the proceeds of the indebtedness secured hereby as set forth herein are used to pay off and satisfy any liens heretofore existing on said property, then the Beneficiary is, and shall be, subrogated to all of the rights, liens and remedies of the holders of the indebtedness so paid.

It is further agreed that if the Grantors, their heirs or assigns, while the owner of the hereinabove described property, should commit an act of bankruptcy, or authorize the filing of a voluntary petition in bankruptcy, or should an act of bankruptcy be committed and involuntary proceedings instituted or threatened, or should the property hereinabove described be taken over by a Receiver for Grantors, their heirs or assigns, the note hereinabove described shall, at the option of the Banaficiary, immediately become due and payable, and the acting Trustee may then proceed to sell the same under the provisions of this Deed of Trust.

### VOL 335 PAGE 691

In the event the hereinabove described property becomes vacant and remains vacant for more than thirty (30) consecutive days, the acting Trustee may at the request of the Beneficiary take possession of said property, and rent the same and such rental less the reasonable costs and expenses of collection thereof shall be applied as a credit on the indebtedness hereby secured.

As further security for the payment of the hereinabove described indebtedness, Grantors hereby transfer, assign, and convey unto the Beneficiary all rents issuing or to hereafter issue from said real property, and in the event of any default in the payment of said note or hereunder, the Beneficiary, his agents and representatives, is hereby authorized, at his option, to collect anid rents, or if such property is vacant to rent the same and collect the rents, and apply the same to the payment of said indebtedness. The collection of said rents by the Beneficiary shall not constitute a waiver of his right to accelerate the maturity of said indebtedness nor of his right to proceed with the enforcement of this Deed of Trust.

It is agreed that an extension, or extensions, may be made of the time of payment of all, or any part, of the indebtedness secured hereby, and that any part thereof may be released from this lien without altering or affecting the priority of the lien created by this Deed of Trust in favor of any junior encumbrancer, mortgages or purchaser, or any person acquiring an interest in the property hereby conveyed, or any part thereof; it being the intention of the parties hereto to preserve this lien on the property herein described and all improvements thereon, and that may be hereafter constructed thereon, first and superior to any liens that may be placed thereon, or that may be fixed, given or imposed by law thereon after the execution of this instrument notwithstanding any such extension of the time of payment, or the release of a portion of said property from this lien.

That in the event any portion of the indebtedness hereinabove described cannot be lawfurly secured by this Deed of Trust lien on said real property, it is agreed that the first payments made on said indebtedness shall be applied to the discharge of that portion of said indebtedness.

That in the event all or any portion of the hereinabove described real property is taken by the right of eminent domain, all sums which may be awarded to Grantors therefor in any condemnation proceedings shall be payable to the Beneficiary, and shall be applied toward the payment of said note.

Nothing herein or in said note contained shall ever entitle the Beneficiary, upon the arising of any contingency whatsoever, to receive or collect interest in excess of 10% per annum on the principal indebtedness hereby secured and in no event shall Grantors be obligated to pay interest thereon in excess of such rate.

If this Dead of Trust is executed by only one person or by a corporation the plural reference to Grantors shall be held to include the singular and all of the covenants and agreements herein undertaken to be performed by and the rights conferred upon the respective Grantors named herein, shall be binding upon and inure to the benefit of not only said parties respectively but also their respective heirs, executors, administrators, grantees, successors and assigns.

Grantors expressly represent that this Deed of Trust and the Note hereby ured are given for the following purpose, to-wit:

EXECUTED this

/

of December,

A. D. 19 68.

A. B. Williamson

day of

Notary Public in and for

Given under my hand and seal of office on this the

, A. D. 19

County, Taxas.

18051

epared by the San Antonio Bar Association for use by Lawyers only. 4-69—10M

To select the proper form, fill in blank spaces, strike out form provisions or insert spacial terms constitutes the practice of law. No "standard form" cun meet all requirements. (Rev. 3-68)

# DEED OF TRUST

## ING 353 ME \$2

### DEED OF TRUST

THE STATE OF TEXAS BRAZORIA COUNTY OF

KNOW ALL MEN BY THESE PRESENTS:

A. B. Williamson That

Brazoria County, Texas, hereinafter called Grantors (whether one or more) for the purpose of securing the indebtedness hereinafter described, and in consideration of the sum of TEN DOLLARS (\$10.60), to us in hand paid by the Trustee hereinafter named, the receipt of which is hereby acknowledged, and for the further consideration of the uses, purposes and trusts hereinafter set forth, have granted, sold and conveyed, and by these presents do grant, sell and convey unto L. R. Giese Brazoria . Trustee, of County, Texas, and his substitutes or Brazoria successors, all of the following described real property situates in County, Texas, and described as follows, to-wit:

> Tracts Nos. 54 and 55 in Division 8, Brazos Coast Investment Company Subdivision, F. J. Calvit Survey, Abstract 51, Brazoria County, Texas;

Tracts Nos. 4 and 5 in Division 2, Brazos Coast Investment Company Subdivision, F. J. Calvit Survey, Abstract 51, Brazoria County, Texas;

Lot No. 104, Bridge Harbor Subdivision in the F. J. Calvit Survey, Abstract 51, Brazoria County, Texas;

TO HAVE AND TO HOLD the above described property, together with the rights, privileges and appurtenances thereto belonging unto the said Trustee, and to his gubstitutes or successors forever. And Grantors do hereby bind themselves, their heirs, executors, administrators and assigns to warrant and forever defend the said premises unto the said Trustee, his substitutes or successors and assigns forever, against the claim, or claims, of all persons claiming or to claim the same or any part thereof.

This	conveyance, however, is ma	ade in TRUST to secure payment of	one	promissory note	of even date
herewith	in the principal sum of	Sixty Three Thousand Five	Hundred	and No/100	
		Dollars (\$	63,500.0	) executed by Grant	ore, payable to
the order	of The First Nation	onal Bank of Angleton, Texa	s		····
in the Ci	angleton	Brazoria		County, Texas us	follows to-wit:

Payable on or before One (I) year after date with interest being payable contemporaneously with payment of principal.

### . VOL 353 MGE 83

bearing interest as therein stipulated, providing for acceleration of maturity and for Attorney's fees;

Should Grantors do and perform all of the covenants and agreements herein contained, and make prompt payment of said indebtedness as the same shall become due and payable, then this conveyance shall become null and void and of no further force and effect, and shall be released at the expense of Grantors, by the legal owner and holder thereof, hereinafter called Beneficiary (whether one or more).

The Grantors covenant and agree as follows:

That they are lawfully seized of said property, and have the right to convey the same; that said property is free from

To protect the title and possession of said property and to pay when due all taxes and assessments now existing or hereafter levied or assessed under the laws of the State of Texas upon said property, or the interest therein created by this Deed of Trust, and to preserve and maintain the lien hereby created as a first and prior lien on said property including any improvements hereafter made a part of the realty.

To keep the improvements on said property in good repair and condition, and not to permit or commit any waste thereof; to keep said buildings occupied so as not to impair the insurance carried thereon.

To insure and keep insured all improvements now or hereafter created upon said property against loss or damage by fire and windstorm, and any other hazard or hazards as may be reasonably required from time to time by the Beneficiary during the term of the indebtedness hereby secured, to the extent of the original amount of the indebtedness hereby secured, or to the extent of the full insurable value of said improvements whichever is the lesser, in such form and with such Insurance Company or Companies, as may be approved by the Beneficiary, and to deliver to the Beneficiary the policies of such insurance having attached to said policies such mortgage indemnity clause as the Beneficiary shall direct; to deliver renewals of such policies to the Beneficiary at least ten (10) days before any such insurance policies shall expire; any sums which may become due under any such policy, or policies, may be i pplied by the Beneficiary, at his option, to reduce said debt, or the Beneficiary may permit Grantors to use said proceeds to repair or replace all improvements damaged or destroyed and covered by said policy.

That in the event Grantors shall fail to keep the improvements on the property hereby conveyed in good repair and condition, or to pay promptly when due all taxes and assessments, as aforesaid, or to preserve the prior lies of this Deed of Trust on said property, or to keep the buildings and improvements insured, as aforesaid, or to deliver the policy, or policies, of insurance or the renewal thereof to the Reneficiary, as aforesaid, then the Beneficiary may, at his option, but without being required to do so, make such repairs, pay such laxes and assessments, purchase any tax title thereon, remove any prior liens, and prosecute or defend any suits in relation to the preservation of the prior lies of this lead of Trust on said property, or insure and keep insured the improvements the reon in an amount not to exceed that above stipulated; that any sums which may be so paid out by the Reneficiary and all sums paid for insurance promiums, as aforesaid, including the costs, expenses and Aforeney's fees paid in any suit affecting said property when necessary to protect the lies hereof shall bear interest from the dates of such payments at ten per cent (10%) per annum, and shall be paid by Grantors to the Reneficiary upon demand, at the same place at which the above described note is payable, and shall be deemed a part of the dabt hereby secured and recoverable as such in ail respects. such in all respects.

That in the event of default in the payment of any installment, princinal or interest of the note hereby secured, in accordance with the terms thereof, or of a breach of any of the covenants berein contained to be performed by Grantors, then and in any of such events the Beneficiary may elect. Grantors hereby expressly waiving presentment and demand for payment, to declare the entire principal indebtedness hereby secured with all interest accrued thereon and all other sums hereby accured immediately due and payable, and in the event of default in the payment of said indebtedness when due or declared due, it shall thereupon, or at any time thereafter, be the dut; of the Trustee, or his successor or substitute as hereinafter provided, at the request of the Beneficiary, (which request is hereby conclusively presumed) to enforce this trust; and after advertising the time, place and terms of the sale of the above described and conveyed real property for three consecutive weeks prior to the day of sale by posting written or printed notices thereof at three (3) public places in the county where said real property is situated, one of which notices shall be posted at the courthouse door of said county, and which notices may be pusted by the Trustee acting, or by any person acting for him, to sell the above described and conveyed real property at public auction in accordance with such notices at the courthouse door of the county in which such real property is situated (provided where said real property is situated in more than one county, then notices as herein provided shall be posted in each of such counties where the real property is situated and said above described and conveyed real property may be sold at the courthouse door of any one of such counties, and the notices so posted shall designate the county where the property will be sold), on the first Tuesday in any month between the hours of ten oclock A. M. and four o'clock P. M., to the highest hidder for cash, selling all of the property as an entirety or in su Grantura, their heirs and assigns.

It is agreed that in the event a foreclosure hereunder should be commenced by the Trustee, or his substitute or successor, the Braeficiary may at any time before the sale of said property direct the said Trustee to abandon the sale, and may then institute suit for the collection of said note, and for the foreclosure of this Deed of Trust lien; it is further agreed that if the historicary should institute a suit for the collection thereof, and for a foreclosure of this Deed of Trust lien, that he may at any time before the entry of a final judgment in said suit dismiss the same, and require the Trustee, his Substitutes and Successors to sell the property in accordance with the provisions of this Deed of Trust.

The Beneficiary shall have the right to purchase at any sale of the property, being the highest bidder and to have the amount for which such property is sold credited on the debt then owing.

The Beneficiary in any event, is hereby authorized to appoint a substitute trustee, or a successor trustee, to act instead of the Trustee named herein without other formality than the designation in writing of a substitute or successor trustee; and the authorn, hereby conferred shall extend to the appointment of other successor and substitute trustees successively until the indebtedness hereby secured has been paid in full, or until said property is sold hereunder, and each substitute and successor trustees shall succeed to all of the rights and powers of the original trustee named herein.

In the event any sale is made of the above described property, or any portion thereof, under the terms of this Deed of Trust. Grantors, their heiss and assigns, shall forthwith upon the making of such sale surrender and deliver possession of the property so sold to the Purei ager at such sale, and in the event of their failure to do so they shall thereupon from and after the making of such sale be and continue as the tenants at will of such Purchaser, and in the event of their failure to surrender possession of said property upon demand, the Purchaser, his beins of assigns, shall be entitled to institute and maintain an action for forcible detainer of said property in the Justice of the Peace Court in the Justice Precinct in which such property, or any part thereof, is situated.

It is agreed that the lien hereby created shall take precedence over and be a prior lien to any other lien of any character whether vendor's, materialmen's or mechanic's lien hereafter created on the above described property, and in the event the proceeds of the indebtedness accured hereby as set forth herein are used to pay off and satisfy any liens heretofore existing on said property, then the Beneficiary is, and shall be, subrogated to all of the rights, liens and remedies of the holders of the indebtedness so paid.

It is further agreed that if the Grantors, their heirs or assigns, while the owner of the hereinshove described property, should commit an act of bankruptcy, or authorize the fling of a voluntary petition in bankruptcy, or should an act of bankruptcy be committed and involuntary proceedings instituted or threatened, or should the property hereinshove described be taken over by a Receiver for Grantors, their heirs or assigns, the note hereinshove described shall, at the option of the Banchicary, immediately become due and payable, and the acting Trustee may then proceed to sell the same under the provisions of this Deed of Trust.

## F DEED OF TRUST TO LEVEL 353 MAR 84

In the event the hereinabove described property becomes vacant and remains vacant for more than thirty (30) consecutive days, the acting Trustee may at the request of the Beneficiary take possession of said property, and rent the same and such rental less the reasonable costs and expenses of collection thereof shall be applied as a credit on the indebtedness bareby secured.

As further security for the payment of the hereinabove described indebtedness, Grantors hereby transfer, assign, and convey unto the Beneficiary all rents issuing or to hereafter issue from said real property, and in the event of any default in the payment of said note or hereunder, the Beneficiary, his agents and representatives, is hereby authorised, at his option, to collect said rents, or if such property is vacant to rent the same and collect the rents, and apply the same to the payment of said indebtedness. The collection of said rents by the Beneficiary shall not constitute a waiver of his right to accelerate the maturity of said indebtedness nor of his right to proceed with the enforcement of this Deed of Trust.

It is agreed that an extension, or extensions, may be made of the time of payment of all, or any part, of the indebtedness secured hereby, and that any part thereof may be released from this lien without altering or affecting the priority of the lien created by this Deed of Trust in favor of any junior encumbrancer, mortgages or purchaser, or any person acquiring an interest in the property hereby conveyed, or any part thereof; it being the intention of the parties hereto to preserve this lien on the property herein described and all improvements thereon, and that may be hereafter constructed thereon, first and superior to any liens that may be placed thereon, or that may be fixed, given or imposed by law thereon after the execution of this instrument notwithstanding any such extension of the time of payment, or the release of a portion of said property from this lien.

That in the event any portion of the indebtedness hereinabove described cannot be lawfully secured by this Deed of Trust lien on said real property, it is agreed that the first payments made on said indebtedness shall be applied to the discharge of that portion of said indebtedness.

That in the event all or any portion of the hereinabove described real property is taken by the right of eminent domain, all sums which may be awarded to Grantors therefor in any condemnation proceedings shall be payable to the Beneficiary, and shall be applied toward the payment of said note.

Nothing herein or in said note contained shall ever entitle the Beneficiary, upon the arising of any contingency whatso-ever, to receive or collect interest in excess of 10% per annum on the principal indebtedness hereby secured and in no event shall Grantors be obligated to pay interest thereon in excess of such rate.

If this Deed of Trust is executed by only one person or by a corporation the plural reference to Grantors shall be held to include the singular and all of the covenants and agreements herein undertaken to be performed by and the rights conferred upon the respective Grantors named herein, shall be binding upon and inure to the benefit of not only said parties respectively but also their respective heirs, executors, administrators, grantees, successors and assigns.

Grantors expressly represent that this Deed of Trust and the Note hereby secured are given for the following purpose, to-wit:

Note dated November 9, 1966 and renewed September 19, 1967 and renewed December 17, 1968, payable to the order of The First National Bank of Angleton, Texas, for the sum of Bixty Three Thousand Five Hundred and No/100 Dollars (\$63,500.00).

A. D. 19⁶⁹

EXECUTED this 17th day of

day of December

A. B. Williamson

B. Filliams can

(Corporate acknowledgment)

THE STATE OF TEXAS COUNTY OF

Before me, the undersigned authority, on this day personally appeared

a corporation, known to me to be the person whose name is subscribed to the foregoing instrument, and scknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity therein stated and as the act and deed of said corporation.

Given under my hand and seal of office on this the

day of

, A. D. 19

Notary Public in and for

LVOL 353 NET 88

THE STATE OF TEXAS -

I

COUNTY OF BRAZORIA

X

WHEREAS, on the 9th day of November, 1966, A. B. WILLIAMSON made, executed and delivered to The First National Bank of Angleton, Texas, his promissory note of that date in the principal sum of Thirty Five Thousand Dollars (\$35,000.00) together with interest thereon from date at the rate of Eight Per Cent (8%) per annum, said note being payable on or before one year after date and to secure the payment of said note, said A. B. WILLIAMSON made, executed and delivered to L. R. GIESE, Trustee, a Deed of Trust on the hereinafter described real estate situated in Brazoria County, Texas; and

WHEREAS, on the 20th day of July, 1967, the said A. B. WILLIAMSON made, executed and delivered his promissory note to The First National Bank of Angleton, Texas, in the principal sum of Three Thousand Five Hundred Dollars (\$3,500.00), being payable on or before the 20th day of October, 1967; the first above described note is secured by a Deed of Trust Lien on the following described real estate, situated in Brazoria County, Texas, to-wit:

Tracts Nos. 54 and 55 in Division 8, Brazos Coast Investment Company Subdivision, F. J. Calvit Survey, Abstract 51, Brazoria County, Texas;

Tracts Nos. 4 and 5 in Division 2, Brazos Coast Investment Company Subdivision, F. J. Calvit Survey, Abstract 51, Brazoria County, Texas:

Lot No. 104, Bridge Harbor Subdivision in the F. J. Calvit Survey, Abstract 51, Brazoria County, Texas:

which said Deed of Trust recorded in Volume 298 page 136, et seq. of the Deed of Trust Record Brazoria County. Texas, which reference is here made for all purposes; and

WHEREAS, by written instrument dated September 19, 1967, the said

A. B. WILLIAMSON borrowed an additional sum of Fifteen Thousand Dollars

(\$15,000.00) from The First National Bank of Angleton, Texas, and executed a

# DEED OF TRUST !

Renewal and Extension Agreement on that date in the sum of Fifty Three

Thousand Five Hundred Dollars (\$53,500.00) and which said note was secured
by a Deed of Trust Lien on the above described property, recorded in Volume

312 page 334 of the Deed of Trust Records of Brazoria County, Texas; and

WHEREAS, by written instrument dated December 17, 1968, the said

A. B. WILLIAMSON borrowed an additional sum of Ten Thousand and No/100

Dollars (\$10,000.00) from The First National Bank of Angleton, Texas, and executed a Renewal and Extension Agreement on that date in the sum of Sixty Three Thousand Five Hundred and No/100 Dollars (\$63,500.00) as shown by Volume 335 page 686 of the Deed of Trust Records of Brazoria County, Texas, and on said date, did execute a new Deed of Trust to L. R. Giese for said amount, which said Deed of Trust is recorded in Volume 335 page 39 of the Deed of Trust Records of Brazoria County, Texas; and

WHEREAS, there is now owing on said note the sum of Sixty Three Thousand Five Hundred and No/100 Dollars (\$63,500.00) and the said A. B. Williamson desires to renew and extend said above described notes and said liens securing the same on the above described property until all of said notes and interests thereon shall have been fully paid; and it is agreeable with said bank to grant such renewal and extension as hereinafter provided;

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS, that I. A. B. WILLIAMSON, acknowledge that I am indebted to The First National Bank of wileton, Texas, in the sum of Sixty Three Thousand Five Hundred and No/100 Dollars (\$63,500.00), being the balance owing on that note dated September 19, 1967, and the note dated December 17, 1968, and which said note is secured by Deed of Trust Lien above recited, and I do hereby agree to pay said sum of Sixty Three Thousand Five Hundred and No/100 Dollars (\$63,500.00) to the Pirst National Bank of Angleton, Texas, on or before one (1) year after date with interest at the rate of Ten Per Cent (10%) per annum, said interest being payable contemporaneously with payment of principal, and for the purpose of evidencing

## SO DEED OF TRUST LVDL 353 MGE 88

said agreement, I do hereby make, execute and deliver to The First National Bank of Angleton, Texas, my promissory note of this date for the said sum of Sixty Three Thousand Five Hundred and No/100 Dollars (\$63,500.00) and it is further understood and agreed by the parties that the payment of said note shall be secured by the Deed of Trust lien hereinabove recited and additionally by a Deed of Trust Lien on this date to be executed by me and the said liens and all rights, powers and equities incident thereto shall remain in full force and effect until said above mentioned note is fully paid according to its face, tenor and effect.

WITNESS this Extension Agreement this 17th day of December, 1969.

B. Williamson

THE STATE OF TEXAS

X

COUNTY OF BRAZORIA

BEFORE ME, a Notary Public in and for Brazoria County, Texas, on this day personally appeared A. B. WILLIAMSON known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed,

SERVEN UNDER MY HAND AND SEAL OF OFFICE, this the

Notary Public in and for Brazoria

County, Texas.

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69-27-17-1

FILED FOR RECORD AT 8:00 OCLOCK G, M

UEU 22 1969

H. RASTEVENS IR COMMID COURT, BRAZORIA CO., TEXAS

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Prepared by the San Antible Br. Albertand Dame by Lawyers only. 4-69—10M
To salact the proper form, fill in blank spaces, strike out form provision or insert special terms constitutes the practice of law. No "standar form" can meet all requirements. (Rev. 3-68)

#### **DEED OF TRUST**

THE	STATE	OΡ	TEXAS
100	DIALD	U.	TEVES

COUNTY OF BRAZORIA

KNOW ALL MEN BY THESE PRESENTS:

That A. B. Williamson

of Brazoria County, Texas, hereinafter called Grantors (whether one or more) for the purpose of securing the indebtedness hereinafter described, and in consideration of the sum of TEN DOLLARS (\$10.00), to us in hand paid by the Trustee hereinafter named, the receipt of which is hereby acknowledged, and for the further consideration of the uses, purposes and trusts hereinafter set forth, have granted, sold and conveyed, and by these presents do grant, sell and convey unto L. R. Giese , Trustee, of Brazoria County, Texas, and his substitutes or successors, all of the following described real property situated in County, Texas, and described as follows, to-wit:

Tracts Nos. S4 and S5 in Division 8, Brazos Coast Investment Company Subdivision, F. J. Calvit Survey, Abstract S1, Brazoria County, Texas;

Tracts Nos. 4 and 5 in Division 2, Brazos Coast Investment Company Subdivision, F. J. Calvit Survey, Abstract 51, Brazoria County, Texas;

29.35 acres of land, being all of Tracts 20, 21 and 24 and a portion of Tracts 6,7,8 and 9, Division 2, Brazos Coast Investment Company Subdivision, F. J. Calvit League, Abstract 51, Brazonia County, Texas.

TO HAVE AND TO HOLD the above described property, together with the rights, privileges and appurtenances thereto belonging unto the said Trustee, and to his substitutes or successors forever. And Grantors do hereby bind themselves, their heirs, executors, administrators and assigns to warrant and forever defend the said premises unto the said Trustee, his substitutes or successors and assigns forever, against the claim, or claims, of all persons claiming or to claim the same or any part thereof.

This conveyance, however, is made in TRUST to secure	payment of One Certain promissory note of even date
berewith in the principal sum of Sixty Three Thousa	nd Five Hundred and No/100
	Dollars (\$ 53,500.00 ) executed by Grantom, payable to
the order of The First National Bank of Angle	eton, Texas

Angleton Brazoria County, Texas as follows, to-wit: Payable in 4 annual installments of \$5,000.00 each and one last and final payment of \$43,500.00, with the first of said payments due on or before May 12, 1971 and annually thereafter until said note is fully paid, with interest payable annually as it accrues on the unpaid principal.

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bearing interest as therein stipulated, providing for acceleration of maturity and for Attorney's fees;

Should Grantors do and perform all of the covenants and agreements herein contained, and make prompt payment of said indebtedness as the same shall become due and payable, then this conveyance shall become null and void and of no further force and effect, and shall be released at the expense of Grantors, by the lagal owner and holder thereof, hereinafter called Beneficiary (whether one or more).

The Grantors covenant and agree as follows:

That they are lawfully seized of said property, and have the right to convey the same; that said property is free from all encumbrances.

To protect the title and possession of said property and to pay when due all taxes and assessments now existing or hereafter levied or assessed under the laws of the State of Texas upon said property, or the interest therein created by 'his Beed of Trust, and to preserve and maintain the lien hereby created as a first and prior lien on said property including any improvements hereafter made a part of the realty.

To keep the improvements on said property in good repair and condition, and not to permit or commit any waste thereof; to keep said buildings occupied so as not to impair the insurance carried thereon.

To insure and keep insured all improvements now or hereafter created upon said property against loss or damage by fire and windstorm, and any other hazard or hazards as may be reasonably required from time to time by the Beneficiary during the term of the indebtedness hereby secured, to the extent of the original amount of the indebtedness hereby secured, or to the extent of the full insurable value of said improvements whichever is the lesser, in such form and with such Insurance Companies, as may be approved by the Beneficiary, and to deliver to the Reneficiary the policies of such insurance having attached to said policies such mortgage indemnity clause as the Reneficiary shall direct; to deliver renewals of such policies to the Beneficiary at least ten (10) days before any such insurance policies thall expire; any sums which may become due under any such policy, or policies, may be applied by the Beneficiary, at his option, to reduce said debt, or the Beneficiary may permit Grantors to use said proceeds to repair or replace all improvements dainaged or destroyed and covered by said policy.

That in the event Grantors shall fail to keep the improvements on the property hereby conveyed in good repair and condition, or to pay promptly when due all taxes and assessments, as aforesaid, or to preserve the prior lien of this Deed of Trust on said property, or to keep the buildings and improvements insured, as aforesaid, or to deliver the policy, or policies, of insurance or the renewal thereof to the Beneficiary, as aforesaid, then the Beneficiary may, at his option, but without being required to do so, make such repairs, pay such taxed and assessments, purchase any tax title thereon, remove any prior liens, and prosecute or defend any suits in relation to the preservation of the prior lien of this Deed of Trust on said property, or insure and keep insured the improvements thereon in an amount not to exceed that above stipulated; that any sums which may be so paid out by the Beneficiary and all sums paid for insurance premiums, as aforesaid, including the costs, expenses and Attorney's fees paid in any suit affecting said property when necessary to protect the lien hereof shall bear interest from the dates of such payments at ten per cent (10%) per annum, and shall be deemed a part of the debt hereby secured and recoverable as such in all respects.

That in the event of default in the payment of any installment, principal or interest of the note hereby secured, in accordance with the terms thereof, or of a hreach of any of the covenants herein contained to be performed by Grantors, then and in any of such events the Benefrieary may elect, Grantors hereby expressly waiving presentment and demand for payment, to declare the entire principal indebtedness hereby secured with all interest account thereon and all other sums hereby secured immediately due and payable, and in the event of default in the payment of aid indebtedness when due or declared due, it shall thereupon, or at any time thereafter, be the duty of the Trustee, or his successor or substitute as hereinafter provided, at the request of the Beneficiary, (which request is hereby conclusively presumed) to enforce this trust: and after advertising the time, place and terms of the sale of the above described and conveyed real property for three consecutive weeks prior to the day of sale by posting written or printed notices thereof at three (3) public places in the county where said real property is situated, one of which notices shall be posted at the courthouse door of said county, and which notices may be posted by the Trustee acting, or by any person acting for him, to sell the above described and conveyed real property at public auction in accordance with such notice at the courthouse door of the county in which such real property is situated (provided where said real property is situated and said above described and conveyed real property may be sold at the courthouse door of any one of such counties, and the notices so posted shall designate the county where the property will be sold), on the first Tuesday in any month between the hours of ten of lock A. M. and four of clock P. M., to the highest bidder for cash, selling all of the property as an entirety or in such parcels as the Trustee acting may elect, and make due conveyance to the Purchaser, or Purchasers, with general warranty binding the

It is agreed that in the event a foreclosure hereunder should be commenced by the Trustee, or his substitute or successor, the Beneficiary may at any time before the sale of said property direct the said Trustee to abandon the sale, and may then institute suit for the collection of said note, and for the foreclosure of this Deed of Trust lien; it is further agreed that if the Beneficiary should institute a suit for the collection thereof, and for a foreclosure of this Deed of Trust lien, that he may at any time before the entry of a final judgment in said suit dismiss the same, and require the Trustee, his Substitutes and Successors in sell the property in accordance with the provisions of this Deed of Trust.

The Beneficiary shall have the right to purchase at any sale of the property, being the highest bidder and to have the amount for which such property is sold credited on the debt then owing.

The Beneficiary in any event, is hereby authorized to appoint a substitute trustee, or a successor trustee, to act instead of the Trustee named herein without other formality than the designation in writing of a substitute or successor trustee; and the authority hereby conferred shall extend to the appointment of other successor and substitute trustees successively until the indebtedness hereby secure: has been paid in full, or until said property is sold hereunder, and each substitute and successor trustee shall succeed to all of the rights and powers of the original trustee named herein.

In the event any sale is made of the above described property, or any portion thereof, under the terms of this Deed of Trust, Grantors, their heirs and assigns, shall forthwith upon the making of such sale surrender and deliver possession of the property so sold to the Purchaser at such sale, and in the event of their failure to do so they shall thereupon from and after the making of such sale be and continue as the tenants at will of such Purchaser, and the event of their failure to surrender possession of said property upon demand, the Purchaser, his heirs or assigns, shall be entitled to institute and maintain an account for foreible detainer of said property in the Justice of the Peace Court in the Justice Precinct in which such property, or any part thereof, is situated.

It is agreed that the lien hereby created shall take precedence over and be a prior lien to any other lien of any character whether vendor's, materialmen's or mechanic's lien hereafter created on the above described property, and in the event the proceeds of the indebtedness secured hereby as set forth herein are used to pay off and satisfy any liens heretofore existing on said property, then the Beneficiary is, and shall be, subrogated to all of the rights, liens and remedies of the bolders of the

It is further agreed that if the Grantors, their heirs or assigns, while the owner of the hereinabove described property, should commit an act of bankruptcy, or anthorise the filing of a voluntary petition in bankruptcy, or should an act of bankruptcy be committed and involuntary proceedings instituted or threatened, or should the property hereinabove described be taken over by a Receiver for Grantors, their heirs or assigns, the note hereinabove described shall, at the option of the Beneficiary, immediately become due and psyable, and the acting Trustee may then proceed to sell the same under the provisions of this Deed of Trust.

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### DEED OF TRUST

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In the event the hereinabove described property becomes vacant and remains vacant for more than thirty (30) consecutive days, the acting Trustee may at the request of the Beneficiary take possession of said property, and rent the same and such rental less the reasonable costs and expenses of collection thereof shall be applied as a credit on the indebtedness hereby secured.

As further security for the payment of the hereinabove described indebtedness, Grantors hereby transfer, assign, and convey unto the Beneficiary all rents issuing or to hereafter issue from said roal property, and in the event of any default in the payment of said note or hereunder, the Beneficiary, his agents and representatives, is hereby authorized, at his option, to collect said rents, or if such property is vacant to rent the same and collect the rents, and apply the same to the payment of said indebtedness. The collection of said rents by the Beneficiary shall not constitute a waiver of his right to accelerate the maturity of said indebtedness nor of his right to proceed with the enforcement of this Deed of Trust.

It is agreed that an extension, or extensions, may be made of the time of payment of all, or any part, of the indebtedness secured hereby, and that any part thereof may be released from this lien without altering or affecting the priority of the lien created by this Deed of Trust in favor of any junior encumbrancer, mortgagee or purchaser, or any person acquiring an interest in the property hereby conveyed, or any part thereof; it being the intention of the parties hereto to preserve this lien on the property herein described and all improvements thereon, and that may be hereafter constructed thereon, first and superior to any liens that may be placed thereon, or that may be fixed, given or imposed by law thereon after the execution of this instrument notwithstanding any such extension of the time of payment, or the release of a portion of said property from this lien.

That in the event any portion of the indebtedress hereinabove described cannot be lawfully secured by this Deed of Trust lien on said real property, it is agreed that the first payments made on and indebtedness shall be applied to the discharge of that portion of said indebtedness.

That in the event all or any portion of the hereinabove described real property is taken by the right of eminent domain, all sums which may be awarded to Grantors therefor in any condemnation proceedings shall be payable to the Beneficiary, and shall be applied toward the payment of said note.

Nothing herein or in said note contained shall ever entitle the Beneficiary, upon the arising of any contingency whatsoever, to receive or collect interest in excess of 10% per annum on the principal indebtedness hereby secured and in no event shall Grantors be obligated to pay interest thereon in excess of such rate.

If this Deed of Trust is executed by only one person or by a corporation the plural reference to Grantors shall be held to include the singular and all of the covenants and agreements herein undertaken to be performed by and the rights conferred upon the respective Grantors named herein, shall be binding upon and inure to the benefit of not only said parties respectively but also their respective heirs, executors, administrators, grantees, successors and assigns.

Grantors expressly represent that this Deed of Trust and the Note hereby secured are given for the following purpose, to-wit:

Note of even date herewith in the amount of \$63,500.00, from A. P. Williamson to The First National Bank of Angleton, Texas.

This lien represents a renewal and extension of various notes as set out in Deed of Trust dated December 17, 1969, and recorded in Volume 353 page 82 of the Deed of Trust Records of Brazeria County, Texas, and also set out in Renewal and Extension agreement of even date herewith.

EXECUTED this /2 day of May]

A. D. 19 70

(B. Hilliamson

A. B. Williamson

# PAGE S55

THE S	STA:	ľE	OF	TEXAS
COLIN	ψv	nπ		BRAZORIA

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and deed of said corporation.

day of

that he executed the same for the purposes and consideration therein expressed, in the capacity therein stated and as the act

, A. D. 19

Notary Public in and for

County, Taxas.

6345

TO DEED OF TRUST WE 358 PAGE 856

THE STATE OF TEXAS

COUNTY OF BRAZORIA

Y

WHEREAS, on the 9th day of November, 1966, A. B. Williamson made, executed and delivered to The First National Bank of Angleton, Texas, his promissory note of that date in the principal sum of Thirty Five Thousand Dollars (\$35,000.00) together with interest thereon from date at the rate of Eight Per Cent (8%) per annum, said note being payable on or before one year after date and to secure the payment of said note, said A. B. Williamson made, executed and delivered to L. R. Giese, Trustee, a Deed of Trust on the hereinafter described real estate situated in Brazoria County, Texas; and

WHEREAS, on the 20th day of July, 1967, the said A. B. Williamson made, executed and delivered his promissory note to The First National Bank of Angleton, Texas, in the principal sum of Three Thousand Five Hundred Dollars (\$3,500.00), being payable on or before the 20th day of October, 1967; the first above described not is secured by a Deed of Trust lien on the following described real estate, situated in Brazoria County, Texas, to-wit:

Tracts Nos. 54 and 55 in Division 8, Brazos Coast Investment Company Subdivision, F. J. Calvit Survey, Abstract 51, Brazoria County, Texas;

Tracts Nos. 4 and 5 in Division 2, Brazos Coast Investment Company Subdivision, F. J. Calvit Survey, Abstract 51, Brazoria County, Texas:

29.35 acres of land, being all of Tracts 20, 21 and 24 and a portion of Tracts 6, 7, 8 and 9, Division 2, Brazos Coast Investment Company Subdivision, F. J. Calvit League, Abstract 51, Brazorla County, Texas.

which said Deed of Trust recorded in Volume 298 page 136, et seq. of the Deed of Trust Records of Brazoria County, Texas, which reference is here made for all purposes: and

WHEREAS, by written instrument dated September 19, 1967, the said

A. B. Williamson borrowed an additional sum of Fifteen Thousand Dollars

(\$15,000.00) from The First National Ea : of Angleton, Texas, and executed a

# WIL 358 MEE 857

Renewal and Extension Agreement on that date in the sum of Fifty Three

Thousand Five Hondred Dollars (\$53,500.00) and which said note was secured
by a Deed of Trust lien on the above described property, recorded in Volume

312 page 334 of the Deed of Trust records of Brazoria County, Texas; and

WHEREAS, by written instrument dated December 17, 1968, the said

A. B. Williamson borrowed an additional sum of Ten Thousand and No/100

Dollars (\$10,000.00) from The First National Bank of Angleton, Texas, and executed a Renewal and Extension Agreement on that date in the sum of Sixty Three Thousand Five Hundred and No/100 Dollars (\$63,500.00) as shown by Volume 335 page 636 of the Deed of Trust Records of Brazoria County, Texas, and on said date, did execute a new Deed of Trust to L. R. Glese for said amount, which said Deed of Trust is recorded in Volume 335 page 689 of the Deed of Trust Records of Brazoria County, Texas; and

WHEREAS, by written instrument dated December 17, 1969, the said A. B. Williamson executed a Renewal and Extension in the sum of Sixty Three Thousand Five Hundred and No/100 Dollars (\$63,500.00) as shown by Volume 353 page 86 of the Deed of Trust Records of Brazoria County, Texas, and on said date, did execute a new Deed of Trust to L. R. Giese for said amount, which said Deed of Trust is recorded in Volume 353 page 82 of the Deed of Trust Records of Brazoria County, Texas; and

WHEREAS, there is now owing on said note the sum of Sixty Three Thousand Five Hundred and No/100 Dollars (\$63,500.00) and the said A. B. Williamson desires to renew and extend said above described notes and said liens securing the same on the above described property until all of said notes and interests thereor, shall have been fully paid; and it is agreeable with said bank to grant such renewal and extension as hereinafter provided;

# DEED OF TRUST

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS: that 1,

A. B. Williamson, acknowledge that I am indebted to The First National Bank of Angleton, Texas, in the sum of Sixty Three Thousand Five Hundred and No/100 Dollars (\$63,500.00), being the balance owing on that note dated September 19, 1967, and the note dated December 17, 1968, and which said note is secured by a Deed of Trust lieu above recited, and renewed and extended on December 17, 1969, and I do hereby agree to pay said sum of Sixty Three Thousand Five Hundred and No/100 Dollars (\$63,500.00) to the First National Bank of Angleton, Texas, in Four (4) annual installments of Five Thousand and No/100 Dollars (\$5,000.00) each and one last and final payment of Forty Three Thousand Five Hundred and No/100 Dollars (\$43,500.00), with the first of said payments due on or before May 12, 1971 and annually thereafter until said note is fully paid, with interest at the rate of Ter. Per Cent (10%) per annum, said interest payable annually as it accrues on the unpaid balance, and for the purpose of evidencing said agreement, I do hereby make, execute and deliver to The First National Bank of Angleton, Texas, my promissory note of this date for the said sum of Sixty Three Thousand Five Hundred and No/100 Dollars (\$63,500,00) and it is further understood and agreed by the parties that the payment of said note shall be secured by the Deed of Trust lien hereinabove recited and additionally by a Deed of Trust lier on this date to be executed by me and the said liens and all rights, powers and equities incident thereto shall remain in full force and effect until said above mentioned note is fully paid according to its face, tenor and effect.

WITNESS this Extension Agreement this 12th day of May, 1970.

A. B. Williamson

THE STATE OF TEXAS

COUNTY OF BRAZORIA

BEFORE ME, the undersigned authority, on this day personally appeared A. B. Williamson, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purpose tand consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this /w day of May, 1970.

FILED FOR RECORD

Notary Public in and for Brazoria

County, Texas.

PATRICIA A. HOPKIN', Heley Public, in Sail Po.,

MAY 1 4 1970

H. R. STEVENS, JR. BRAZORIA COUNTY TEXAS ZA DEPUTY

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Prepared by the San Antonio Bar Association for use by Lawrers only, 1246-106 OF TRUCT is a 13947

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Prepared by the San Antonio Bar Association for use by Lawrers only, 1246-106 OF TRUCT is a 13947

IN The select the proper form, fill in blank spaces, strike out form problems OF TRUCT is a 13947

Oran can meet all requirements. (Rev. 5-68)

Vol. 382 Patt 902

### RELEASE OF LIEN

THE STATE OF TEXAS	KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF BRAZORIA	KNOW ALL, MEN BY THESE PRESENTS:
THAT the undersigned, of the County of	Brazoria , and State of Texas.
the legal and equitable owner and holder of One of Sixty Three Thousand Five Hundred an	certain promissory note in the principal sum d No/100 Dollars (\$63,500.00)
	A. B. Williamson
	ank of Angleton, Texas
more fully described in a Deed of Trust	, duly recorded in Vol. 358
	Records of Brazoria County, Texas:
against the following described property, to-wit:	
Harrier and an all land language of the	and Const Investment Company Subdivision

Various tracts of land located in Brazos Coast Investment Company Subdivision, Abstract 51, and more specifically described in the deed of trust recorded in Volume 358, page 852, of the Deed of Trust Records of Brazoria County, Texas, to which reference is here made for all purposes and renewed and extended Volume 358, page 856, Deed of Trust Records to which reference is here made for all purposes.

for and in consideration of the full and final payment of said note—, the receipt of which is hereby acknowledged, have released and discharged, and by these presents do hereby release and discharge, the above described property from all liens held by the undersigned securing said note—.

ATTEST:

The First Notional Bank of Angleton

By

Cashier

President

्री DEFD OF TRICT की VOL 382 MILE 903

THE STATE OF TEXAS COUNTY OF

Before me, the undersigned authority, on this day personally appeared

subscribed to the foregoing instrument, and acknowledged to me that whose name known to me to be the person executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office on this the

, A. D. 19

Notary Public in and for

County, Texas.

(Acknowledgment)

THE STATE OF TEXAS COUNTY OF

Before me, the undersigned authority, on this day personally appeared

known to me to be the person whose name subscribed to the foregoing instrument, and acknowledged to me that executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office on this the

, A. D. 19

PLEASE RETURN TO

Notae: Public in and for

County, Texas.

11- 2-1

RELEASE OF LIEN

2

FILED FOR RECORD

SEP 3 1971

THE STATE OF TELAS COUNTY OF BRAZORIA

> Before me, the undersigned authority, on this day personally appeared L. R. Giese The First National Bank of Angleton

poration, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity therein stated and as the act

, A. D. 1971 .

PREPARED IN THE LAW OFFICE OP:

Notary Public in and for Brazoria

MAS EUGENIA ANALI

TL- Copie

## Tract No. 56

## AL DEED 79

<b>1546</b>	~~ <del>~</del>
	vol 917 page

THE STATE OF TEXAS
COUNTY OF BRAZORIA KNOW ALL MEN BY THESE PRESENTS:
THAT, WHEREAS, by virtue of an order of sale issued by the Clerk of
the District Court in and for Brazoria County, dated
June 3, 1965 on a certain Judgment rendered in said Court on
April 26, 1965 in a certain suit No. 45,105 , Styled
The Brazosport Independent School District vs. W. J. D. Way, et al,
I, Robert R. Gladney . Sheriff of said County, did upon June 3 , 190 levy upon and advertise the said premises as described in said Order of Sale, by giving public notice of the time and place of said sale by an advertisement in the English Language, published once a week for three consecutive weeks preceding such sale, the first publication appearing not less than twenty days immediately preceding the day of sale,
beginning on the 8th day of June, A.D., 19 65, in the
The Brazosport Facts , a newspaper published in the
County of Brazoria , stating in said advertisement the authority by virtue of which such sale was to be made, the time of levy, the time and place of sale, a brief description of the property to be sold, the number of acres, the original survey, its locality in the County, and the name by which the land is generally known, and by delivering a similar notice to each of the above named defendants, and on the first Tuesday in July , 1965, within the hours prescribed by law, sold said hereinafter described land or lots at public vendue, at the Court House door of said County, at which sale the premises hereine after described were struck off to
B. G. SANDLIN
for the sum of <u>One Thousand and Five and NO/100</u>
NOW, THEREFORE, in consideration of the premises aforesaid, and of the payment of the said sum of
One Thousand and Five and NO/100 Dollars,
the receipt of which is hereby acknowledged. I, <u>Robert R. Gladney</u> , Sherif as aforesaid, have Granted, Sold and Conveyed, and by these presents do Grant, Sell and Convey unto the said

#### B. G. Sandlin, 115 Persimmon, Lake Jackson, Texas

all of the estate, right, title and interest which the Defendants in such suit had on the date said Judgment was randered or at any time afterwards, in and to the following described land and premises, as described in the Order of Sale, viz:

Tract 56, Division 8, Abstract 51, F. J. Calvit, 5 acres, Brazoria County, Texas.

1

TO HAVE AND TO HOLD the above described premises, subject, however, to the Defendant's right to redeem the same in the manner prescribed by law within two years from the date of said sale, unto the said B. C. Sandlin.

his , heirs and assigns, forever, as fully and as absolute as I, as Sheriff aforesaid, can convey by virtue of said Order of Sale. It is understood and agreed that by virtue of said judgment and Order of Sale, writ of possession will issue within twenty days after the period of redemption shall have expired, but not until then.

In TESTIMONY WHEREOF, I have hereunto set my hand, this 30 d.

dey of July , 1965.

Sheriff Granger County, Texas

THE STATE OF TEXAS

COUNTY OF BRAZORIA

Before me, the undersigned authority, on this day personally appeared

Robert R. Gladney , Sheriff, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same as Sheriff aforesaid, for the purposes, consideration and in the capacity therein expressed.

Given under my hand and seal of office, this 30th day of ______, A.D. 1965.

Nocalii Bruier

BOSALTE DREWE.

FILED FOR RECORD
AT 10:00 O'CLOCK 1

AUG 4 1965

Notary Party
de and County, Thea

Brazoria Courty, Texas

SDI - 40 Page 2

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### L. DEEG

### : vo. 1060 mar 537

THE STATE OF TEXAS

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF BRAZORIA )

THAT I, B. G. Sandlin, not joined herein by my wife as the property herein constitutes no part of my homestead,

of Brazoria County, Texas hereinafter called GRANTOR, for and in consideration of the sum of \$ 10.00 and other good and valuable consideration to GRANTOR, in hand paid by Gulfco Marine Maintenance. Inc.

of Brazoria County, Texas heremafter called GRANTEE , har the receipt and sufficiency of which is hereby acknowledged, have

GRANTED, SOLD AND CONVEYED, and by these presents do GRANT, SELI. AND CONVEY unto GRANTEE , the following described property, to-wit:

Tract 56, Brazos Coast Investment Company Subdivision, Division No. 8, F. J. Calvit League, Abstract 51, in Brazoria County, Texas, according to the map or plat thereof duly recorded in the office of the County Clerk of Brazoria County, Texas, reference to which is here made for all purposes.

TO HAVE AND TO HOLD the above described premises, together with all mid singular, the rights and appurtenances thereto in anywise belonging unto GRANTEE, its heirs, successors and assigns, forever.

GRANTOR does hereby bind himself, his heirs, successors, executors and administrators to WARRANT AND FOREVER DEFEND, all and singular the said premises unto GRANTEE, its heirs, successors and assigns, against every person whomsoever lawfully claiming, or to claim the same or any part there if.

WITNESS THE GRANTOR

this May of May

970

B. G. Sandlin

## : va.1060 mc 538

THE STATE OF TEXAS

COUNTY OF BRAZORIA

BEFORE ME, the undersigned authority, on this day personally

appeared R. G. Sandlin

known to me to be the person

whose

name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this day

of

May

, 19 70.

Notary Public in and for

Brazoria County, Texas

FILED FOR RECORD AT 8:00 O'CLOCK A. M

MAY 2 1 1970

H. R. STEVENS, JR.

CLERK COUNTY COURT - STAZONIA COUNTY TEXAS

BY DEPUTY

DEED OF TRUST VOT 632 PAGE 562

11958 THE STATE OF TEXAS

COUNTY OF BRAZORIA

### PARTIAL RELEASE OF LIEN

IN CONSIDERATION of the payment of the indebtedness described in and secured by the liens created by the instruments hereinafter mentioned, the undersigned, as the legal owner and holder of such indebtedness, does hereby release from the operation of the liens thereby created, that part of the real property described in the instruments of record in the office of the County Clerk of Brazoria County, Texas, as follows, to-wit:

The Deed of trust from Chromalloy American Corporation, a Delaware Corporation to Ralph E. David, Trustee, dated March 16, 1976, and recorded in Volume 501, page 360, of the Deed of Trust Records of Brazoria County, Texas, and which secured a note of even date therewith in the original principal sum of \$189,049.01 payable to First Freeport National Bank, Freeport, Texas, and effection, the following described property:

- 36

Tract No. 30, Brazos Coast Investment Company Subdivision, Division No. 6, F. J. Calvitt League, Abstract 51, Brazoria County, Texas, being the same property conveyed to Gulfco Marine Maintenance, Inc. from John M. Gresham by Deed dated February 28, 1970, recorded in Volume 1059, page 724, Deed Records, Brazoria County, Toxas, and

Tract No. 56, Brazes Coast Investment Company Subdivision, Division No. 8, P. J. Calvitt League, Abstract 51, Brazeria County, Bexas, being the same property conveyed to Gulfco Marine Maintenance, Inc. from B. G. Sandlin by deed dated May 14, 1970, recorded in Volume 1060, page 537, Deed Records, Brazeria County, Texas.

This is a partial release and is executed, delivered, and accepted upon the expressed condition that the same shall not in anywise impair or affect the validity, priority or standing of such liens as to the rest of the premises covered thereby and such liens are hereby reserved.

ATTEST:

FIRST FREEPORT NATIONAL BANK

CASHIER

THE STATE OF TEXABILED for Record at \$100 o'clock & M. 1919 1979 H.R.: Stevens; Jr.

COUNTY OF BRAZORI Gerk County Court, Brazoria Co., Texas: By Sulmitable Deputy

BEFORE ME, the undersigned authority, on this day personally

BEFORE ME, the undersigned authority, on this day personally imposted to the interest, St. Vice President of FIRST PREEPORT NATIONAL BANK, known to me to be the person and officer whose name is subscribed to the inregioning instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 1/2 day of

EUCILLE M. BREWER

BUTARY PUBLIC

BRAZORIA COUNTY, TEAS
BLY COMMISSION EXPIRES 7 4

Notary Public in and for Brazoria County, Texas

D - 185



#### SPECIAL WARRANTY DEED

THE STATE OF TEXAS

§ KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF BRAZORIA §

That FISH ENGINEERING & CONSTRUCTION, INC. (the "Grantor" whether one or more), for and in consideration of the sum of TEN DOLLARS (\$10.00) and other valuable consideration to the undersigned paid by the Grantee herein named, the receipt and adequacy of all of which consideration are hereby acknowledged by Grantor has GRANTED, SOLD and CONVEYED, and by these presents does GRANT, SELL and CONVEY unto JACK PALMER, whose address is 1509 Alta Vista, Alvin, Texas 77511 and RON W. HUDSON, whose address is 34 Green Slope Place. The Woodlands, Texas 77381 (the "Grantee" whether one or more), all of the real property (the "Subject Property") situated in Brazoría County, Texas, described on Exhibit "A" attached hereto;

Provided, however, that the Subject Property is conveyed by Grantor and accepted by Grantee subject to general real estate taxes, easements, rights-of-way, all claims of any character to be asserted by the State of Texas or by any state, federal or local governmental authority or by the public generally in and to that part of the property herein described affected by the ebb and flow of the tide, all rights of the public to any portion of the property which may be within a navigable stream, all zoning laws, regulations, ordinances of municipal and other governmental authorities, mineral conveyances or reservations, and encumbrances, if any, affecting the Subject Property, including, but not limited to those matters shown on Exhibit "B" attached hereto.

TO HAVE AND TO HOLD the above described premises, together with all and singular the rights and appurtenances thereto in anywise belonging unto the said Grantee, Grantee's successors and assigns forever; and Grantor does hereby bind Grantor, Grantor's successors and assigns to WARRANT AND FOREVER DEFEND all and singular the said premises unto the said Grantee, Grantee's successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof, by, through or under Grantor, but not otherwise, subject to the exceptions referred to above and ad valorem taxes for the current year, such exceptions being agreed to by Grantee and such taxes being assumed by Grantee by acceptance of this Deed.

BY THE ACCEPTANCE OF THIS DEED, GRANTEE TAKES THE SUBJECT PROPERTY "AS IS", EXCEPT FOR THE WARRANTIES OF TITLE AS PROVIDED AND LIMITED HEREIN. GRANTOR HAS NOT MADE AND DOES NOT MAKE ANY REPRESENTATIONS AS TO THE PHYSICAL CONDITION, LAYOUT, FOOTAGE, EXPENSES, ZONING, OPERATION, OR ANY OTHER MATTER AFFECTING OR RELATED TO THE SUBJECT PROPERTY, AND GRANTEE HEREBY EXPRESSLY ACKNOWLEDGES THAT NO SUCH REPRESENTATIONS HAVE BEEN MADE. GRANTOR MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, OF MERCHANTABILITY, MARKETABILITY, FITNESS OR SUITABILITY FOR A

VHT POI

PARTICULAR PURPOSE OR OTHERWISE EXCEPT AS SET FORTH AND LIMITED HEREIN. ANY IMPLIED WARRANTIES ARE EXPRESSLY DISCLAIMED AND EXCLUDED.

EXECUTED (	this <u>/</u> day o	of <u>Occ.</u> , 199 <u>7</u> EFFECTIVE
		GRANTOR:
		FISH ENGINEERING & CONSTRUCTION, INC.
		By: CKar Mean  Name: OCKny Mary  Title: Vica Mandout
		GRANTEE:

Name: Ron W

THE STATE OF TEXAS
COUNTY OF HARRIS

BEFORE ME, the undersigned authority, on this day personally appeared <u>C. (Cay March)</u>. <u>Unce Presonally</u> of FISH ENGINEERING & CONSTRUCTION, INC., known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged that he executed the same for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this / day of , 199 2.

Yau E. Jauk NOTARY PUBLIC, STATE OF TEXAS

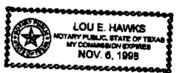
THE STATE OF TEXAS §
COUNTY OF HARRIS §

LOU E. HAWKS
NOTARY PUBLIC, STATE OF TEXAS
MY COMMISSION EXPRES
NOV. 6, 1998

BEFORE ME, the undersigned authority, on this day personally appeared Jack Palmer, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged that he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this / day of . 1997.

NOTARY PUBLIC, STATE OF TEXAS



-3-

MAP\258267

THE STATE OF TEXAS

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COUNTY OF HARRIS

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BEFORE ME, the undersigned authority, on this day personally appeared Ron W. Hudson, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged that he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this ____ day of , 1997.

NOTARY PUBLIC, STATE OF TEXAS

#### GRANTEES' ADDRESS:

Jack Palmer 1509 Alta Vista Alvin, TX 77511

Ron W. Hudson 34 Green Slope Place The Woodlands, TX 77381

#### **GRANTOR'S ADDRESS:**

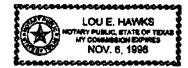
P. O. Box 16290 Houston, TX 77222-6290

#### AFTER RECORDING RETURN TO:

Mark A. Padon Hays, McConn, Rice & Pickering, P.C. 400 Citicorp Center 1200 Smith Street Houston, Texas 77002

MAP\258267

-4.



#### EXHIBIT "A"

Tract No. 56, Brazoria Coast Investment Company Subdivision No. 8, F.J. Calvit League, Abstract 51, Brazoria County, Texas, the same being the same property conveyed to Gulfeo Marine Maintenance, Inc., from B.G. Sandlin by deed dated the 14th day of May, 1970 of record in Volume 1060, Page 537, Deed Records of Brazoria County, Texas

MAP\258267.

-l-

#### EXHIBIT "B"

- (1) Any right, title, interest or claim of any character had or asserted by the State of Texas or by any government or governmental authority or by the public generally in or to that part of the property herein described affected by the ebb and flow of the tide.
- (2) Road right-of-way as described in instruments recorded in Volume 798, Page 685, Volume 798, pages 679-681, Deed Records, Brazoria County, Texas.
- (3) Easements to United States of America as described in instruments recorded in Volume 298, Page 5, Volume 319, Page 38; Volume 319, Page 40; Volume 319, Page 48; Volume 320, Page 341, Deed Records, Brazoria County, Texas.
- (4) Minerals as described in instrument from J. W. Stone to Mary Ethel Paine, dated September 12, 1950, recorded in Volume 486, Page 472; from J. W. Stone to Mary Ethel Pain, dated March 11, 1957, recorded in Volume 681, Page 26; from H. Merlyn Christie to Kay Christie, et al., recorded in Volume 859, Page 269; from T. T. Stratton to R. M. Lee, dated March 4, 1936, recorded in Volume 276, Page 302; from J. H. Tigner to B. M. Cooley, et al., dated June 11, 1958, recorded in Volume 719, Page 390, Deed Records, Brazoria County, Texas, and all rights incident thereto.
- (5) One certain Deed of Trust of even date herewith executed by Gulfco, Inc. to Ralph E. David, Trustee, of record in Volume 657, Page 163 of the Deed of Trust Records of Brazoria County, Texas, to secure payment of one certain promissory note of even date therewith in the original principal sum of \$506,000.00, executed by Gulfco, Inc. and payable to the order of First Freeport National Bank, said note bearing interest as therein set out and payable in eleven quarterly installments of \$40,000.00 each (principal and interest) commencing February 12, 1980, and the principal balance of said note, including all accrued interest, being due and payable on or before November 12, 1982.

-1-



FILED FOR RECORD 99 MAY 12 AM ID: 01

MAP\258267.

COUNTY CLERK BRAZORIA COUNTY TENT SECURITY FEE 1.00
HNGHT-PRES 5.00
RECORDING 13.00
TOTAL
19.00

CHECK

FILE #
DRAWER-A 1

21624 CK 19.00

0001 2127-0000 0207

5/12/99 12:23PM WED

# Tract No. 57

John McElmay Sheriff, Brascria County, Texas. By J A Martin Jr Deputy

J82-32

The State of Texas )
County of Brasoria )

Before me, Richard J. Riggins, a Notary Public in and for said County and State, on this day personally appeared J. A. Martin, Jr. deputy Shariff of Brazoria County, Texas, known to me to be the person whose name is subscribed to the foregoing instrument of writing, and acknowledged to me that he executed the same for the purposes and consideration therein are pressed and in the capacity therein set forth.

Given under my hand and seal of office, this 27 day of May A.D. 1932.

(SEAL) Richard J Higgins Motary Public in and for Brazoria County, Texas.

Piled for Record at 9 o'clock A.M. Oct 16 1936 H. R. Stevens Clark County Court Brazoria County, Texas By Bob Nonarch Deputy

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6983

THE STATE OF TEXAS )
COURTY OF BRAZORIA )

KNOW ALL MEN BY THESE PRESENTS: That, Whereas, by virtue of a certain Order of Sale for Delinquent Taxes issued out of the District Court of the County of Brazoria in favor of The State of Texas as plaintiff vs. Mrs. R. J. Titus, et al are defendants; on a certain judgment and decree of sale, rendered on the 10th day of February A.D. 1932 and directed and delivered to me, as Sheriff of Brazoria County, commanding me to seize and sell, as under execution in cases of foreclosure, the land and premises described in said order of sale, I. John McRinney, Sheriff as aforesaid, did, upon the 7th day of May A.D. 1932, in obedience to said order of sale, seize and levy upon all the estate, right, title and interest which the said defendants, on the 10th day of February A.D. 1932, so had of, in and to, and since said time had of, in and to the premises hereinafter described; and on the first Tuesday of June A.D. 1932, the same being the 7th day of said wonth, within the hours presdribed by law, sold said premises at public vendue in the County of Brazoria at the door of the Court House thereof in the City of Angleton, having first publicly advertised the time and place of such sale (by pos ing up written notices thereof, containing a statement of the authority by wirtue of which the sale is made, the time of levy, the time and place of sale, the number of acres, the original survey and the locality in the County, of the property to be sold, with a de ription of the said property, at three public places in said County of Brazonia, one of which said notices was posted at the door of the Court House of said Brazoria County in the City of Angleton for more than twenty days successively next before the day of sale). and by mailing to W. S. Sprotei being attorney of record of said defendants in execution, one copy of said notice of sale on the 7th day of May, A.D. 1932, as required by law.

AND WHEREAS, at said sale the said premises were struck off to J. S. Montgomery and J. F. Harris, for the sum of One and 50/100 (\$1.50) Dollars, they being the highest bidder therefor, and that being the highest secure bid for the same;

NOW THEREPORE, in consideration of the premises aforesaid and said judgment and order of sale, and of the payment of the said sum of One and 50/100 (\$1.50) Dollars, the receipt of which is hereby acknowledged, I, John McKinney Sheriff as aforesaid, have Sold, and by these presents do Grant and Convey unto the said J. S. Montgomery and J. F. Harris, of Brasoria, Brazoria County, Texas all the estate, right, title and interest which the said Mrs. H. J. Titus, and if dead, all the unknown heirs and legal representatives and each of them of the said Mrs. H. J. Titus, and all unknown owners, and all parties owning or having or slaint.

any interest in the land or lots hereinefter described, defendants had on the 10th day of 1 ebruary A.D. 1982, or at any time afterwards, in and to the following named land and premises, as described in the order of sale, and situated in Brazoria County, Texas, to-wit:

Being 5 acres known as Tract #57 in Subd. #8 of the Brazes Coast Investment Co's Subdivision of Abstract #51, P. J. Calvit, original grantee, and being the same land described in the deed from Carlos See, et al, to Mrs. H. J. Titus, August Slat, 1909, recorded in Vol. 94, page 302 of the deed records of Brazoria County, Texas, to which reference is here made for a better description of said land.

TO HAVE AND TO HOLD the above described land and premises unto the said J. S. Montgomery and J. P. Harris, their heirs and assigns, forever, as fully and as absolutely as I, as Sheriff aforesaid, can convey the same by virtue of said order of sale; provided, nevertheless, that the said land herein conveyed may be redeemed by the proper owner thereof, or by anyone having an interest therein, within two years from the date of said sale in the manner provided by law.

IN TESTIMONY WHEREOF, I have hereunto set my hand, this 30th day of June A.D. 1932

John !CKinney Sheriff.

Brazoria County, Texas.

By J A Martin Jr Deputy.

The State of Texas )
County of Brascria )

Before me, Richard J. Higgins, a Notary Public, in and for said County and State, on this day personally appeared J. A. Martin, Jr. _ Sheriff of Brazoria County, Texas, known to me to be the person whose name is subscribed to the foregoing instrument of writing, and acknowledged to me that he executed the same for the purposes and consideration therein expressed and in the capacity therein set forth.

Given under my hand and seal of office, this 30th day of June A.D. 1932 (SEAL) Richard J Higgins Motary Public in and for Brazoria County, Texas.

Filed for Record at 9 o'clock A.W. Oct 16 1936 H. R. Stevens Clerk County Court Brazoria County. Texas By Bob Monarch Deputy

---000---

6984

THE STATE OF TEXAS )
COUNTY OF BRAZORIA )

KNOW ALL MEN BY THESE PRESENTS: That, Whereas, by virtue of a certain Order of Sale for Delinquent Taxes issued out of the District Court of the County of Bragging in favor of The State of Texas as plaintiff vs. L. O. Walton, et al defendants, on a certain judgment and decree of sale, rendered on the 11th day of Pebruary A.D. 1952 and delivered to me, as Sheriff of Brazoria County, commanding me to seize and sell, as under execution in cases of foreclosure, the land and premises described in said opder of sale, I, John McKinney, Sheriff as aforesaid, did, upon the 6th day of April A.D. 1932, in obdience to said order of sale, seize and levy upon all the estate, right, title and interest which the said defendants. on the 11th day of February A.D. 1932, so had of, in and to, and since said time had of, in and to the premises hereinafter described; and on the first Tuesday of May A.D. 1932, the same being the 3rd day of said month, within the hours prescribed by law, sold said premises at public vendue in the County of Brazoria at the door of the Court House thereof in the City of Angleton, having first publicly advertised the time and place of such sale (by posting up written notices thereof, containing a statement of the authority by virtue of which the cale is made, the time of lavy, the time and place of sale, the number of sores, the original survey and the locality in the County, of the property to be sold, with a description of the said property at these

No. 2034

Brazoria County

Va.

A. P. George, et al

In the Matter of Proceeding by Brazoria County, Texas, For the Condennation of Certain Property of A.P.* George, et al, Pending in The County Court of Brazoria County, Texas.

ON THIS, the 22 day of April, A.D., 1937, came on to be considered the written statement of Brazoria County, Texas, filed upon behalf of said County to condemn sertain lands belonging to the persons set forth in said written statement, and which said lands are fully described therein, a copy of which said written statement is hereto attached marked Exhibit "A" and made a part hereof for all purposes, and a map or plat of the Intracoastal Canal for the purposes of which said property is desired has been duly filed in the office of the County Clerk of Brazoria County, Texas, said project being for the purpose of navigation, which renders needful the construction and maintenance of a canal and the acquisition of right of way therefor, all of which will more fully appear from such statement filed with me, the undersigned County judge of Brazoria County, Texas, on the 22nd day of April, 1937, and which is hereto attached and made a part hereof as aforesaid; and it appearing from said statement that the real estate described therein is desired for public use by Brazoria County, Texas, a political subdivision of the State of Texas having the right of eminent domain under and by virtue of the laws of Texas, and that Brazoria County, Texas, the party desiring to condemn the property described in said statement herato attached, has failed to agree with the owners of the land therein described and desired for public use as aforesaid, on the amount_of damages and upon the value of said land, and I, the undersigned County Judge of Brazoria County, Texas, being of the opinion that the plaintiff in said suit is entitled to have special Commissioners appointed to assess the damages for the taking and condemnation of the lands described in said statement hereto attached; and it further appearing that said plaintiff in condemnation and the owners of said land have not agreed upon any persons to act assuch Commissioners; and it appearing to me that F.M. Karvin, Ben D. Cannon and W.G. Stewart are three disinterested fresholders of Brazoria County, Texas, and residents of said County and State, and are in no wise disqualified to act as such under the laws of Texas, it is accordingly ordered that the above named freeholders be and hereby are appointed as special Commissioners to assess said damages arising by reason of the condemnation and appropriation of the lands described in said statement topublic use and to the uses set forth in said statement.

It is further ordered that said Commissioners shall be sworn to assess said damages fairly and impartially in accordance with law, and that when such Commissioners shall have qualified by subscribing such oath and filing the same with the County Clerk of Brazoria County, Texas, they shall promptly set a time and place for hearing the parties, and the day appointed shall be the earliest practical day, and the place selected shall be as near as practical to the property in controversy or at the County seat of Brazoria County, Texas, and that such Commissioners shall issue notice in writing to each of the parties interested, notifying them of the time of such hearing and the place selected therefor, and that after service of such notice in the manner provided by law, they shall proceed to hear evidence with respect thereto and assess the damages arising by reason of said condemnation and the appropriation of such property to the uses set forth in the attached statement, in the manner provided by law, and by the terms and provisions of Title 52 of Revised Statutes of Texas.

(Continued)

D-188

25 06 04

Floyd Enlow County Judge of Brasoria County, Texas.

(ENDORSEMENTS: No. 2054 Brazoria County vs. A.P. George, et al Filed June 4 1937 H. R. Stevens Clerk County Court, Brazoria County, Texas By Rob Monarch Deputy - Filed by me this 4th day of June, 1937 Floyd Enlow Co. Judge Brazoria County, Texas)

Entered in County Court Minutes, Vol. C., pg. 157-8-

6/168

No. 2054

THE STATE OF THUAS

IN RB: PROCEEDINGS BY THE COUNTY OF BRAZORIA, FOR COM-DERNATION of Certain Property Belonging to A. P. George, et al.

TO THE COUNTY COURT OF BRAZORIA COUNTY, TEXAS:

of THIS the 28th day of June A.D. 1937 in the above numbered and captioned proceedings, came on to be considered a decision of the Special Commissioners therein filed with the County Judge of Brasoria County, Texas on the 4th day of June A.D. 1937, and it appearing to such Judge, that no objections to such decision have been filed within ten days, the same is herewith filed with the Clerk of this Court; and it is, therefore, ordered, adjudged and decreed that such decision, a copy of which is hereto attached, and made a part of this judgment be, and is hereby adopted as a judgment of this Court; it is further ordered, adjudged and decreed that Petitioner, Brasoria County, Texas, is entitled to condemn the lands and promises described in such decision for the purposes set forth in the statement filed in this cause, and that said land and an easement therein be and the same hereby is condemned for the purposes set forth in Plaintiff's statement filed among the papers of this cause, and that said decision be recorded with this judgment in the minutes of this Court, that Writ of Possession and all proper process necessary to carry this judgment into execution issue on behalf of Brasoria County, Texas.

IT IS further ordered that all costs in this proceeding be awarded against the Flain-

Floyd Enlow

County Judge, Brazoria County, Texas

ENDORSEMENTS: So. 2034 County of Brazoria vs. A. P. George, et al. JUDGMENT OF CONDEMENTION. P(led Jun 26 1937 H. S. Stevens Clerk County Court Brazoria County, Texas By Bob Monarch

THE STATE OF TEXAS COUNTY OF BRAZORIA IE THE MATTER OF PROCEEDING BY THE COURTY OF ERAZORIA, FOR CONDEMNA-TION OF CERTAIN PROPERTY belonging to A. P. George, et al.

TO THE HONORABLE JUDGE OF THE COUNTY COURT OF BRAZORIA COUNTY, TEXAS.

WHEREAS, on the 24th day of april, A.D. 1937, the County of Brazoria, a body corporate and politic, existing under and by virtue of the laws of the State of Texas, as a political subdivision of said State, filed a statement with the County Judge of Brazoria County, Texas, wherein, upon the facts alleged it sought to condemn and acquire for the public purposes therein stated the land therein described and hereinafter described, such condemnation having previously been authorized by order of the Commissioner's Court of said County duly made and entered as provided by law, and;

WHEREAS, upon consideration of such statement and forthwith, upon the filing, to-sit, on the 24th day of April 1937, said Judge appointed the undersigned three (3) disinterested free-holders of said County as Special Commissioners to assess the damages occasioned by the condemnation of much land, it appearing that all legal formalities requisite to such condemnation have been fully complied with, it appearing that the property hereinafter described is authorised and required to be taken for the public purposes set forth in said patition;

THEREFORE WE, the undersigned Commissioners so appointed as efgreatid, duly qualified as such on the 24th, day of April, 1937, by taking and subscribing oath prescribed by law and in the manner prescribed by law, and on the 24th day of April, 1937, by order duly issued and signed by each of us, we appointed and designated the 24th, day of May, 1937, in the District Court Room at the County Court House in the city of Angleton, Brazoria County, Texas, as the day and place for hearing of such parties in a proceeding to assess the damages for such condemnation, such day being the earliest practicable date and such place being the County Seat of

the county in which said property in controversy is situated, and of which time and place and hearing we issued notice in writing to each of said parties in the terms and wording as required by law, and it appearing that the place of residence and whereabouts of all of said parties were unknown, notice was served upon said parties by making due and legal publication of such notice once each week for four successive weeks previous to the date of such hearing, in the Angleton Times, a newspaper published in Brazoria County, Texas and legally qualified to publish same, said notice having been published and the return thereon having been made in all things in conformity with the law of Texas, with respect to the services of process on non-residents and unknown defendants, the persons so served with notice by publication as aforesaid being as follows:

A. P. George; H. K. Holloway; P. E. Schmann; M. Blankfield; B. Bryan; T. H. Holloway; Louis Usannaz; W. H. Huckelbridge; George Bradley; P. A. Patrick; E. S. Greeker; C. L. Jackson; B. McGebse; C. E. E. Thompson; Sam W. Gooch and Farnett G. Gooch; Sam Shearard; Charles S. Fisher; John Hillman; Patrick McSherry; Mrs. H. G. Titers; J. B. Walker; W. W. Perkins; Joe Taylor; G. L. Heck; William Freehart; Mark L. Arnold; A. I. Lee; R. E. Young; Emile Welsh, Sr; L. A. Shutts; Ernest Hensel; Mrs. J. L. Volg; A. V. Vinson; Frank Richart; T. A. Davis; Geoar A. Priszell; Walter H. Lamb; J. H. Truskett; E. F. Sims; W. J. Minges; F. W. Wiser; F. P. Bapp; Mrs. L. T. Kinkhead; Miss Myrtle L. Robertson; Mrs. Madeline S. White; George Weston; S. W. Peeples; William E. Buttomer and the Bland and Fisher Lumber Company, and the unknown heirs and/or legal representatives of the said Bland and Fisher Lumber Company, and the unknown heirs

ARD, on the 24th day of May, 1937, it appearing that service on all of the above named parties had been perfected the County Judge of Brazoria County, and the undersigned Commissioners, each, appointed the Honorable Cleveland Davis, a practicing attorney at law of Angleton, Texas, as attorney at Litem to represent the defendants so served by publication in the sammer aforesaid:

Whereupon said hearing and proceeding to assess the damages to which each and all of the respective defendmats are entitled for the land actually taken and subjected to public use under this proceeding together with damages to other lands of each of such respective defendants and the incidental damages sustained by each of the defendants above named came on to be considered and the Commissioners having heard and considered the evidence with respect thereto, do accordingly assess such damages as would accrue to each of the respective owners of each of the respective tracts of land hereinafter described to be the smount specified and assessed to each of the respective owners as hereinafter set out, all of said property hereinafter described and for which damages are assessed herein being in the County of Braxoria and the State of Texas, as follows:-

(1)

### Lot Number 23:

All that certain tract or parcel of land known as lot No. 23 on the map of the Intraconstal Canal Materway, duly filed for record in the office of the County Clerk, of Brazoria County, Texas, and more particularly described as follows:-

(1) All of the A. P. George; H. K. Holloway; P. R. Schmann and M. Blankfield five acre tract of land, known as lot No. 40, in the Brazos Coast Investment Subdivision No. 8 of the F. J. Calvit survey, Abstract No. 51, Brazoria County, Texas.

We assess the damages for the taking and subjection of the land and premises above described to the uses set forth in the petition in this cause to A. P. George, E. K. Holloway, P. E. Schumann and K. Blankfield, at the sum of \$1.00, and apportion said damages to said parties equally, or one-fourth each, and if any or all of said parties be dead then the portion of said damages awarded to such parties is hereby apportioned to the unknown heirs and/or legal

representatives of such parties.

(2)

#### Lot Number 27:

All that certain treat or parcel of land known as lot No. 27 on the map of the Intracoastal Canal Naterway, duly filed for record in the office of the County Clerk, of Brazoria County, Texas, and more particularly described as follows:

- (1) Beginning at a point which is the intersection of the northerly right of way line of the Louisiana and Texas Intraccastal Vaterway and the west line of the B. Bryan five acre tract, known as lot No. 36 of the Brancs Coast Investment Company's Subdivision No. 8, F.J. Calvit Survey, Abstract No. 51, Brazoria County, Texas; said west line of lot No. 36 intersects the reference line tangent of the Louisiana and Texas Intraccastal Waterway opposite center line Station 199/640.79; thence in a northeasterly direction along the north right of way line of said Louisiana and Texas Intraccastal Waterway, to an intersection with the east line of said Lot No. 36; thence in a southeasterly direction along the east line of said lot No. 35 to an intersection with the North bank of the old Intraccastal Canal; thence continuing in a southwesterly direction along said west line in a northwesterly direction to the place of beginning, and containing 2.2 acres of land, more or less.
- (2) That certain tract or parcel of land, adjoining on the west of said tract No. 1, Section 11, as described in the paragraph immediately preceding, the east boundary line of said: tract, being the west boundary line of tract No. 1, Section 11, and being described as the land of the party of the first part adjoining on the west of the tract or parcel herein conveyed, and being all of let No. 36 of the Brasos Coast Investment Company's Subdivision No. 8, not herein conveyed for right of way purposes and containing 2.8 acres of land, more or less.

We assess the damages for the land actually taken and subjected to use under this proceeding and which is hereinbefore described to the owner, B. Bryan, if living end his unknown heirs and/or legal representatives, if he be dead, for the foregoing land and for all damages to other lands belonging to such owner and all damages incidental to the construction and operation of the canal and the deposit of spoil and other uses to which the same shall be subjected at the sum of \$9.80.

( 5 )

#### Lot Humber 41:

All that certain tract or parcel of land known as lot No. 41, on the map of the Intracoastal Canal Materway, only filed for record in the office of the County Clerk, of Brazoria County, Texas, and more particularly described as follows:-

- tract known as lot N. 22 of the Braxos Coast Investment Company's Subdivision No. 8, F. J. Calvit survey, abstract No. 51, Braxoria County, Texas, and the reference line tangent of the Louisman and Texas Intracoastal Naterway, opposite center line station 202 / 512.8; themse in a northwesterly direction along said west line of lot No. 22, to an intersection with the norther-ly right of way line of said waterway; thence in a northwesterly direction along said right of way line to an intersection with the east line of lot No. 22; thence in a southeasterly direction along said east line of lot No. 22, to an intersection with the north bank of the old Intracoastal Canal; thence in a southwesterly direction along said north bank of the old Intracoastal Canal, to an intersection with the west line of lot No. 22; thence in a northwesterly direction along said west line of lot No. 22, to the place of beginning, and containing 2.1 acres of land, more or less.
- (2) That certain tract or parcel of land adjoining on the west of said tract No. 1, Section 3, as described in the paragraph immediately preceding, the east boundary line of said

tract, being the west boundary line of tract No. 1 Section 5, and being described as the land of the party of the first part adjoining the tract or parcel herein conveyed, and being all of lot No. 22, of the Brazoe Coast Investment Company's Subdivision No. 8, not herein conveyed for right of way purposes and containing 2.8 scree of land, more or less.

We assess the damages for the land actually taken and subjected to use under this proceeding and which is hereinbefore described, to the owner T. E. Holloway, if living, and his unknown heirs and/or legal representatives, if he be dead, for the foregoing land and for all damages to other lands belonging to such owner and all damages incidental to the construction and operation of the canal and the deposit of spoil and other uses to which the same shall be subjected at the sum of \$9.40.

#### ·( 4 )

#### Lot Number 44:

All that certain tract or parcel of land, known as lot No. 44, on the map of the Intracoastal Canal Materiary, only filed for record in the office of the County Clerk, of Brasoria County, Taxas, and more particularly described as follows:

- (1) Beginning at a point which is the intersection of the northewly right of way line of the Louisiana and Texas Intracoastal Canal Waterway and the west line of the five sere tract known as lot No. 19, of the Brasos Coast Transment Company's Subdivision No. 8, F. J. Calvit Survey, Abstract No. 51, Brasoria County, Texas said west line of lot No. 19 intersects the reference line tangent of the Louisiana and Texas Intracoastal Waterway opposite center line station No. 203 / 208.3; thence in a northeasterly direction along the north right of way line of said Louisiana and Texas Intracoastal Waterway, to an intersection with the east line of said lot No. 19; thence in a southeasterly direction along the east line of said lot No. 19 to an intersection with the north bank of the old Intracoastal Canal; thence in a southwesterly direction along said north bank to an intersection with the west line of lot No. 19; thence along said west line in a northwesterly direction to the place of beginning, and containing 2.0 acres of land, more or less.
- (2) That certain tract or parcel of land, adjoining on the west of said tract No. 1, Section IV, as described in the paragraph immediately preceding, the east boundary line of said tract being the west boundary line of said tract No. 1, Section IV, and being described as the lands of the party of the first part adjoining the tract or parcel herein conveyed, and being all of lot No. 19, of the Brazos Coast Investment Company's Subdivision No. 8, not herein conveyed for right of may purposes and containing 5.0 acres of land, more or less.

We assess the damages for the land actually taken and subjected to use under this proceeding and which is hereinbefore described to the owner Louis Usannax, if living, and his unknown heirs and, or legal representatives, if he be dead, for the foregoing land and for all damages to other lands belonging to such owner and all damages incliental to the construction and operation of the canal and the deposit of spoil and other uses to which the same shall be subjected at the sum of \$9.00.

#### - B -

### Lost Number 45:

All that certain tract or parcel of land, known as lot No. 45, on the map of the Intracoastal Canal Waterway, duly filed for record in the office of the County Clerk, of Brazoria County, Texas, and more particularly described as follows:

(1) Beginning at a point which is the intersection of the northerly right of way line of the Louisiana and Texas Intracoastal Waterway, and the west line of the five acre tract of land known as lot No. 18, of the Prazos Coast Investment Company's Subdivision No. 8, of the F. J. Calvit survey, Abstract No. 51, Prazoria County, Texas; said most line of lot No. 18 intersects the reference line tangent of the Louisiana and Texas Intracoastal Waterway on soite

conter line station 203 / 457.0; thence in a northeasterly direction along the north right of way line of said Intracoastal Waterway to an intersection with the east line of said lot No. 18; thence in a southwesterly direction along the east line of said lot No. 18, to an intersection with the North bank of the old Intracoastal Canal; thence in a southwesterly direction along said north bank to an intersection with the west line of said lot No. 18; thence along said west line in a northwesterly direction to the place of beginning and containing 1.9 saves of land, more or less.

(2) That certain tract or percel of land adjoining on the west of said tract No. 1, Section V, as described in the paragraph immediately preceding, the east boundary line of said tract being the west boundary line of said tract No. 1, Section V, and being described as the land of the party of the first part adjoining the tract or parcel herein conveyed, and being all of lot No. 18, of the Brazes Coast Investment Company's Subdivision No. 8, not herein conveyed for right of way purposes and containing 5.1 screek of land, more or less.

We assess the damages for the land actually taken and subjected to use under this proceeding and which is hereinbefore described to the owner W. H. Bucklebridge, if living, and his unknown heirs and, or legal representatives, if he be dead, for the foregoing land and for all damages to other lands belonging to such owner and all damages incidental to the construction and operation of the canal and the deposit of spoil and other uses to which the same shall be subjected at the sum of \$8.56.

## - 6 -Lot Number 46:

All that certain tract or parcel of land, known as Lot No. 48, on the map of the Intracoastal Canal Waterway duly diled for record in the office of the County Clerk, of Brascria County, Texas, and more particularly described as follows:

- (1) Beginning at a point which is the intersection of the northerly right of way line of the Louisians and Texas Intracoastal Waterway and the west line of the five sore tract of land known as lot No. 17, of the Brascria Coast Investment Company's Subdivision No. 8, P. J. Calvit Survey, Abstract No. 51, Brascria County, Yexas; said west line of lot No. 17 intersects the reference line tangent of the Louisians and Texas Intracoastal Waterway opposite tenter line station 205 / 658.4; thence in a northeasterly direction along the north right of way line of said Intracoastal Waterway, to an intersection with the east line of said lot No. 17; thence in a southeasterly direction along the east line of said lot No. 17, to an intersection with the north bank of the old Intracoastal Canal; thence in a southwesterly direction along said north bank to an intersection with the west line of said lot No. 17; thence along said line in a northwesterly direction to the place of beginning, and containing 2.0 agrees of land, more or less.
- (2) That certain tract or percel of land; adjoining on the west of said tract No. 1, Section VI, as described in paragraph immediately preceding, the east boundary line of said tract being the west boundary line of said tract No. 1, Section VI, and being described as the land of the party of the first part adjoining the tract or parcel herein conveyed, being all of lot No. 17 of the Brazos Coast Investment Company's Subdivision No. 8, not herein conveyed for right of way purposes, and containing 3.0 acres of land, more or lens.

We assess the damages for the land actually taken and subjected to use under this proceeding and which is hereinbefore described to the owner George Bradley, if living, and his unknown heirs and, or legal representatives, if he be dead, for the foregoing land and for all damages to other lands belonging to such owner and all damages incidental to the construction and operation of the canal and the deposit of spoil and other uses to which the same shall be subjected at the sum of \$9.00.

### - 7 -Lot Number 64:

All that certain tract or parcel of land, known as Lot No. 64, on the map of the Intracoastal Canal Waterway, duly filed for record in the office of the County-Clerk of Brascria County, Texas, and more particularly described as follows:

- tract of land known as lot No. 4 in the Brazos Coast Investment Company's Subdivision No. 4.

  F. J. Calvit Survey, Abstract No. 51, Brazoria County, Texas and the reference line of the fourisians and Texas Intracoastal Canal Waterway at Station 207 / 491.7; thence in a northwester-ly direction along said west line of lot No. 4, to an intersection with the northwest pright of way line of said waterway; thence in a northwest direction along said right of may line to an intersection with the east line of lot No. 4; thence in a southeasterly direction along said east line of said lot No. 4, to an intersection with the north bank of the old Intracoastal Canal; thence in a southerly direction along said north bank of the old Intracoastal Canal; to an intersection with the west line of lot No. 4; thence in a northwesterly direction along said west line of lot No. 4; thence in a northwesterly direction along said west line of lot No. 4; thence in a northwesterly direction along said west line of lot No. 4; thence in a northwesterly direction along said west line of lot No. 4; thence in a northwesterly direction along said west line of lot No. 4; thence in a northwesterly direction along said west line of lot No. 4; thence in a northwesterly direction along said west line of lot No. 4; thence in a northwesterly direction along said west line of lot No. 4; thence in a northwesterly direction along said
- (2) That certain tract or percel of land, adjoining on the west of tract No. 1, Section VII, as described in paragraph immediately preceding, the east boundary line of said tract being the west boundary line of tract No. 1, Section VII, and being described as the lands of the party of the first part adjoining the tract or percel herein conveyd, and being all of lot No. 4, of the Brasos Coast Investment Company's Subdivision No. 6, not herein conveyed for right of way purposes, and containing 3.4 acres of land, more or less.

We assess the damages for the land actually taken and subjected to use under this proceeding and which is hereinbefore described to the owner P. A. Patrick, if living, and his unknown heirs and, or legal representatives, if he be dead, for the foregoing land and for all damages to other lands belonging to such owner and all damages incidental to the construction and operation of the canal and the deposit of spoil and other uses to which the same shall be subjected at the sum of \$7.60.

#### Lot Rumber 71:

All that certain tract or parcel of land, known as lot No. 71 on the map of the Intraconstal Canal Waterway, duly filed for record in the office of the County Clerk, of Brazoria County, Texas, and more particularly described as follows:

- (1) Beginning at a point which is the intersection of the northerly right of higher of the four acre tract line of the Louisiana and Texas Intracoastal Waterway and the east line of the five acre tract or land known as lot No. 11, of the Brazos Coast Investment Company's Subdivision No. 4, F. J. Galvit survey, Abstract No. 51, Brazoria County, Texas; said east line of lot No. 11 intersects the reference line tangent of the Louisiana and Texas Intracoastal Canal Waterway opposite center line station 208 / 927.5; thence in a southeasterly directica along the east line of said lot No. 11, to an intersection with the north bank of the Old Litracoastal Canal; thence in a southewesterly direction along said north bank to an intersection with the west line of said Lot No. 11 same being the east bank of East Union Bayou; thence along said west line in a northerly direction to an intersection with the north right of way line of the Louisiana and Texas Intracoastal Waterway; thence in a northoasterly direction along the north right of way line, to the place of beginning, and containing 0.5 nores of land, more or less.
- (2) That certain tract or percel of land adjoining on the west of said tract No. 1, Section VIII, as described in paragraph immediately proceeding, the east boundary line of said tract being the west boundary line of said tract No. 1, Section VIII, and being described as the

land of the party of the first part adjoining the tract or parcel herein conveyed, and being all of lot Ec. 11, of the Brazos Goast Indestment Company's Subdivision No. 4, not herein conveyed for right of may purposes, and containing 4.5 acres of land, more or lass.

We assess the damages for the land actually taken and subjected to use under this proceeding and which is hereinbefore described to the owner, E. S. Crocker, if living, and his unknown heirs and/or legal representatives, if he be dead, for the foregoing land and for all damages to other lands belonging to such owner and all damages incidental to the construction and operation of the canal and the deposit of spoil and other uses to which the same shall be subjected at the sum of \$3.00.

- 0 ...

#### Lot Number 87:

All that certain tract or parcel of land, known as lot No. 87, on the map of the Intracoastal Canal Waterway, only filed for record in the County Clerk, of Brazoria County, Texas, and more particularly described as follows:-

- (1) Beginning at a point which is the intersection of the east line of the five some tract or land, known as lot No. 19 of the Braxos Coast Investment Company's Subdivision No. 3, of the A. Nitchell survey, Abstract No. 98, Brazoria County, Texas, and the reference line of the Louisians and Texas Intracoastal Canal Materway, at station 211 / 291.5; thence in a southerly direction along the east line of said lot No. 19, to an intersection with the south line of said lot No. 19; thence in a westerly direction along said south line of No. 19, to an intersection with the reference line of the Louisians and Texas Intracoastal Waterway; thence in a northeasterly direction along said reference line, same being the northerly right of way line of said waterway, to the point of beginning, and containing 0.02 acres of land, more or less.
- (8) That certain tract or parcel of land, adjoining on the west of said tract No. 1, Section 9, as described in paragraph immediately preceding, the east boundary line of said track being the west boundary line of tract No. 1, Section 9, and being described as the lands of the party of the first part adjoining the tract or parcel herein conveyed, and being all of Lot No. 19, of the Brasce Coast Investment Company's Subdivision No. 3, not herein conveyed for right of way purposes and containing 4.98 sares of land, more or less.

We assess the damages for the land actually taken and subjected to use under this proceeding and which is hereinbefore described to the owner C. L. Jackson, if living, and his unknown heirs and/or legal representatives, if he be dead, for the foregoing land and for all damages to other lands belonging to such owner and all damages incidental to the construction and operation of the canal and the deposit of spoil and other uses to which the same shall be subjected at the sum of \$1.80.

{ 10 }

### Lot Humber 95:

All that certain tract or parcel of land, known as lot No. 95, on the map of the Intracoastal Canal Waterway, duly filed for rocord in the office of the County Clerk, of Brasoria County, Texas, and more particularly described as follows:

(1) All of the R. McGehse five some tract of land, known as lot No. 41, of the Bracos Coast Investment Company's Subdivision No. 8, of the P. J. Calvit survey, Abstract No. 51, Brazoris County, Texas.

We assess the damages for the taking and subjection of the land and premises above described to the uses set forth in the petition in this cause to B. Hodehoe, at the sum of \$1.00, if the said B. McGehoe be living, and if he be dead to his unknown heirs und/or legal representatives, for the foregoing lands and for all other damages incidental to the construction and operation of the canal and the deposit of spoil and other uses to which the same shall be sub-

jected,

#### (11)

#### Lot Mamber 96:

All that certain tract or percel of land, known as lot No. 95, on the map of the Intracoastal Canal Materway, duly filed for record in the office of the County Clerk, of Brazoria County, Texas, and more perticularly described as follows:-

(1) All of the C. E. E. Thompson five sore treat of land, known as lot No. 42 of the Brazos Coast Investment Company's Subdivision No. 8, of the F. J. Calvit survey, Abstract No. 51, Brazoria County, Texas.

We assess the damages for the land actually taken and subjected to use under this proceeding and which is hereinbefore described to the owner, C. E. E. Thompson, if living, and his unknown heirs and/or legal representatives, if he be dead, for the foregoing land, and for all damages to other lands belonging to such owner and all damages incidental to the construction and operation of the canal and the deposit of spoil and other uses to which the same shall be subjected at the sum of \$1.00.

#### (12)

#### Lot Number 98:

All that certain tract or percel of land, known as lot No. 98, on the may of the Thiracoastel Canal Waterway, duly filed for record in the office of the County Clark of Brasoria County, Texas, and more particularly described as follows:

(1) All of the Sam M. Gooch and the Parmett G. Gooch tract of land, comprising five sores, and known as lot No. 44 of the Brazos Coast Investment Company's Subdivision No. 8, of the F. J. Calvit survey. Abstract No. 51, Brazoria County, Texas.

We assess the damages for the taking of the land and premises above described to the uses set furth in the petition in this cames to Sam M. Gooth and Fernett G. Gooth, at the sum of \$1.00, and apportion said damages equally, or one-half, to each, and if any or all of said parties be dead, then the portion of said damages awarded to such parties is hereby apportioned to the unknown heirs and/or legal representatives of such parties.

#### (25)

### Lot Numbers 101 & 109:

All that certain tract or percel of land known as lots Nos. 100 & 100 on the map of the Introcestal Canal Waterway, duly filed for record in the office of the County Clerk, of Brazoria County, Taxas, and more particularly described as follows:

(1) All of the Sam Shearard five eare tracts of land, known as lots Nos. 47 and 48, located in the Brazos Coast Investment Company's Subdivision No. 8, in the F. J. Calvit Survey, Abstract No. 51, Brazoria County, Texas.

We assess the damages for the land actually taken and subjected to use under this proceeding, and which is hereinbefore described, to the owner, Sam Shearard, if living, and his unknown heirs and/or legal representatives if he be dead, for the foregoing land and for all damages to other lands belonging to such owner and all damages incidental to the construction and operation of the causal and the deposit of spoil and other uses to which the same shall be subjected, at the run of \$2.00.

#### { 24 }

### Lot number 104:

All that certain tract or parcel of land, known as lot No. 104 on the map of the Intraconstal Canal Materway, duly filed for record in the office of the County Clerk, of Brasoria County, and more particularly described as follows:

(1) All of the Charles S. Fisher five acre tract of land, known as lot No. 50, located in the Brazos Coas: investment Company's Subdivision No. 8, of the F. J. Calvit survey,

Abstract No. 51, Brazoria County, Texas.

We assess the damages for the taking and subjection of the land and premises above described to the uses set forth in the petition in this cause to Charles 5. Pisher, at the sum of \$1.00, if he be living and if he be dead, to the unknown heirs and/or legal representatives of the said Charles 5. Pisher.

#### (15)

#### Lot Number 106:

All that certain tract or percel of land, known as lot No. 106 on the map of the Intracoastal Canal Materway, duly filed for record in the office of the Downty Clerk, of Brazonia County, Texas, and more particularly described as follows:-

(1) All of the John Hillman five acre treat of land, known as lot No. 52, located in the Brazos Coast Investment Company's Subdivision No. 8, of the P. J. Calvit survey, Abstract No. 51, Brazoria County, Texas.

We assers the damages for the taking and subjection of the land and premises above described to the uses set forth in the petition in this emass to John Hillman, at the sum of \$1.00, if he be living, and if he be dead, to the unknown heirs and/or legal representatives of the said John Hillman.

#### { 16 }

#### Lot Number 109:

- A. that certain tract or percel of land, known as lot No. 109 on the map of the Intraccastal Canal Waterway, only filed for record in the office of the County Clark of Brazoria County, Taxas, and more particularly described as follows:
- (1) All of the Patrick McSherry five acre tract of Land, known as lot No. 55, located in the Brazos Coast Investment Company's Subdivision No. 8, of the F. J. Calvit survey, Abstract No. 51, Brazonia County, Texas.

We assess the damages for the taking and subjection of the land and premises above described to the uses set forth in the petition in this cause to Patrick McSherry, at the sum of \$1.00, if he be living and if he be dead, to the unknown heirs and/or legal representatives of the said Patrick McSherry.

#### ( 17 )

### Lot Number 111:

All that tract or parcel of land, known as lot No. 111, on the map of the Intracoastal Canal Materway, duly filed for record in the office of the County Clerk of Brazoria County, Texas, an more porticularly described as follows:

All of the Mrs. H. G. Tuters five acre tract of land, known as lot No. 57,
 located in the Branca Coast Investment Company's Subdivision No. S, P. J. Calvit survey, Abstract No. 51, Branchia County, Taxas.

We assess the damages for the taking and subjection of the land and premises above described to the uses set forth in the petition in this cause to him. H. G. Titers at the sum of \$1.00, if she be living, and if she be dead, to the unknown heirs and/or legal representatives of the said him. H. G. Titers.

### (18)

#### Lot Rumber 113:

- All that certain tract or percel of land, known as lot No. 115, on the map of the Intracoastal Canal Waterway, duly filed for record in the office of the County Clerk, of Brazeris County, Texas, and more particularly described as follows:
- (1) All of the J. B. Walker five acre tract of land, known as lot No. 59, located in the Ergius Coast Investment Company's Subdivision No. of the F. J. Calvit Survey, Abstract No. 51, Prazor's County, Tells.

1111

We assess the damages for the taking and subjection of the land and presises above described to the uses set forth in the petition in this cause to J. B. Walker at the sum of \$1.00, if he be living and if he be dead, to the unknown heirs and/or legal representatives of the said J. B. Walker.

#### (19)

#### Lot Rember 114:

All that certain tract or parcel of land, known as lot No. 114 on the map of the Intraccestal Canal Vaterway, only filed for record in the office of the County Clerk of Brazoria County, Texas, and more particularly described as follows:

(1) All of the W. W. Perkins five acre tract of of land, known as lot No. 60, loeated in the Brazos Coast Investment Company's Subdivision No. 8, P. J. Calvit survey, Abstract No. 51, Brazoria County, Taxas.

We assess the damages for the taking and subjection of the land and premises above described to the uses set forth in the petition in this cause to W. W. Perkins at the sum of \$1.00, if he be living and if he be dead, to the unknown heirs and/or legal representatives of the said W. W. Perkins.

#### ( 20 )

#### Lot Tumber 115:

All that certain tract or parcel of land, known as lot No. 115 on the map of the Intraconstal Canal Waterway, duly filed for record in the office of the County Clerk of Brazeria County, Texas, and more particularly described as follows:

 All of the Joe Taylor five acre tract of land known as lot No. 51, located in the Brazos Coast Investment Company's Subdivision No. 8, F. J. Calvit Survey, Abstract No. 51, Brazoria County, Texas.

We assesd the damages for the taking and subjection of the land and premises above described to the uses set forth in the petition in this cause to Joe Taylo. at the sum of \$1.00, if he be living and if he be dead, to the unknown heirs and/or legal representatives of the said Joe Taylor.

#### (21)

### Lot Rumber 119:

All that certain brack or parcel of land, known as lot No. 119 on the map of the Intraconstal Canal Naterway duly filed for record in the office of the County Clerk of Brazoria County, Texas, and more particularly described as follows:

(1) All of the G. L. Heck five acre tract of land known as lot No. 12, located in the Brazos Coast Investment Company's Subdivision No. 8, F. J. Calvit survey, Abstract No. 51, Brazoria County, Texas.

We assess the damages for the taking and subjection of the land and premises above described to the uses set forth in the petition in this cause to G. L. Heck at the sum of \$1.00. if he be living and if he be dead to the unknown heirs and/or legal representatives of the said G. L. Heck.

#### ( 22 )

### Lot Number 120:

All that certain tract or parcel of land, known as lot No. 120 on the map of the Intracoastal Canal Waterway, duly filed for record in the office of the Gounty Clerk, of Brasomia County, Toxas, and more particularly described as follows:-

(1) All of the William Freehart five more tract of land, known as lot No. 11, 1c-cated in the Brazos Goast Investment Company's Subdivision No. 8, F. J. Calvit survey, Abstract No. 51, Brazoria County, Texas.

We assess the damage for the taking and subjection of the land and premises above described to the uses set forth in the petition in this sause to William Freehart at the sum of \$1.00, if he be living and if he be dead, to the unknown heirs and/or legal representatives of the said William Freehart.

( 23 )

### Lot Number 121:

All that certain tract or percel of land, known as lot No. 121 on the map of the Intracoastal Canal Waterway duly filed for record in the office of the County Clerk of Brazoria County, Texas, and more particularly described as follows:

(1) All of the Mark L. Arnold five ages tract of land, known as lot No. 10, located in the Brazos Coast investment Company's Subdivision No. 8, F. J. Calvit survey, Abstract No. 51, Brazoria County, Taxas.

We assess the damages for the taking and subjection of the land and premises above described to the uses set forth in the petition in this cause to Mark L. Arnold, at the sum of \$1.00, 17 he be living and if he be dead, to the unknown heirs and/or legal representatives of the said Mark L. Arnold.

( 24 )

#### Lot Number 194:

All that certain tract or percel of land, known as lot No. 124 on the map of the Intracoastal Ganal Waterway, duly filed for record in the office of the County Clark of Brazoria County, Texas, and more particularly described as follows:-

(1) All of the A. I. Lee five acre tract of land, known as lot No. 2, located in the Brazos Coast Investment Company's Subdivision No. 7, F. J. Calvit survey, Abstract No. 51, Brazoria County, Texas.

We assess the damages for the taking and subjection of the land and presises above described to the uses set forth in the petition in this cause to A. I. See at the sum of \$1.00, if he be living and if he be dead, to the unknown heirs and/or legal representatives of the said A. I. Lee.

( 25 )

### Lot Number 125:

All that certain tract or parcel of land, known as lot No. 125 on the map of the Intracoustal Canal Waterway, duly filed for record in the office of the County Clerk of Brazeria County, Texas, and more particularly described as follows:-

(1) All of the R. Z. Young five acre tract of land, known as let No. 5, located in the Brazos Coast Investment Company's Subdivision No. 7, of the P. J. Calvit survey, Abstract No. 51, Brazoria County, Taxas.

We assess the damages for the taking and subjection of the land and premises above described to the uses set forth in the petition in this cause to R. E. Young at the sum of \$1.00, if he be living and if he be dead, to the unknown heirs and/or legal representatives of the said R. E. Young.

{ 26 }

### Lot Number 125:

All that certain tract or parcel of land, known as lot No. 126 on the map of the Intracoastal Canal Waterway, duly filed for record in the office of the County Clerk of Brazoria County, Texas, and more particularly described as follows:

(1) All of the Emile Wolsh Sr., five acre tract of laml, km ... as int No. 4, located in the Brazos Coast Investment Company's Subdivision No. 7, of the F. J. Calvit Survey, Abstract No. 51, Brazoria County, Texas.

We assess the damages for the taking and subjection of the lend and premises above described to the uses set forth in the petition in this cause to Emile Welsh Sr., at the sum of \$1.00, if he he living and if he he dead, to the unknown heirs and/or legal representatives of the same Emile Welsh Sr.

( 27 )

#### Lot Number 129:

All that certain tract or parcel of land, known as lot No. 129, on the map of the Intracoastal Canal Enterway, duly filed for record in the office of the County Clark of Brazoria County, Taxas, and more particularly described as follows:-

(1) All of the L. A. Smits five acre tract of land known as lot No. 17, located in the Brazos Coast Investment Company's Subdivision No. 4, of the P. J. Calvit survey, Abstract No. 51, Brazoria County, Texas.

We assess the damages for the taking and subjection of the land and premises above described to the uses set forth in the petition in this cause to L. A. Shutts at the sum of \$1.00, if he be living and if he be dead, to the unknown heirs and/or legal representatives of the said L. A. Shutts.

(28)

#### Lot Fumber 130:

All that certain tract or parcel of land, known as lot No. 180 on the map of the Intracoastal Canal Waterway, only filed for record in the office of the County Clerk of Brasoria County, Texas, and more particularly described as follows:

(1) All of the Ernest Honsel five acre trast of land, known as lot No. 16, located in the Brazos Coast Investment Company's Subdivision No. 4, of the F. J. Calvit survey Abstract No. 51, Brazoria County, Texas.

We assess the damages for the taking and subjection of the land and premises above described to the uses set forth in the petition in this cause to Ernest Hensel at the sum of \$1.00, if he be living and if he be dead, to the unknown heirs and/or legal representatives of the said Ernest Hensel.

( 29 )

### Lot Rumber 131:

All that certain tract or parcel of land known as lot No. 151, on the map of the Intracoastal Canal Waterway, duly filed for record in the office of the County Clark of Bragoria County, Texas, and more particularly described as follows:

(1) All of the Mrs. J. L. Volg five acre tract of land, known as let No. 12, located in the Brazos Comst Investment Company's Subdivision No. 4, of the P. J. Calvit survey, Abstract No. S1, Brazoria County, Texas.

We assess the damages for the taking and subjection of the land and premises above described to the uses set forth in the petition in this cause to Mrs. J. L. Volg, at the sum of \$1.00, if she is living and if she is dead, to the unknown beirs and/or legal representatives of the said Mrs. J. L. Volg.

( 50 )

#### Lot Number 132:

All that certain tract or parcel of land, known as lot No. 132 on the map of the Intraconstal Canal Waterway, duly filed for record in the office of the County Clerk of Brazoria County, Texas, and more particularly described as follows:

(1) All of the A. Y. Yinson five more tract of land known as lot No. 15, located in the Brazos Coast Investment Company's Subdivision No. 4, P. J. Calvit survey, Abstract No. 51, Brazoria County, Texas.

We assess the damages for the taking and subjection of the land and premises above

described to the uses set forth in the petition in this cause to A. V. Vinson at the sum of \$1.00, is he be living and if he be dead to the unknown hairs and/or legal representatives of the said A. V. Vinson.

(51)

#### Lot Number 135;

All that certain tract or parest of land, known as lot Wo. 155 on the map of the Intracoastal Canal Waterway, duly filed for record in the office of the County Clark of Brasoria County, Texas, and more particularly described as follows:

(1) All of the Frank Richart and T. A. Davis five sore tract of land, known as lot No. 7 located in the Brazos Coast Investment Company's Subdivision No. 5, F. J. Calvit survey, Abstract No. 51, Brazoria County, Texas.

We assess the damages for the taking and subjection of the land and premises above described to the uses set forth in the petition in this cause to Frank Richart and T. A. Davis at the sum of \$1.00, to be divided equally between them, and if any or all of said parties be dead, then said damages awarded to said parties is hereby apportioned to the unknown heirs and/or legal representatives of the said Frank Richart and T. A. Davis.

(32)

### Lot Sumber 139:

All that certain tract or percel of land, known as lot No. 139, on the map of the Intracoastal Canal Waterway, only filed for record in the office of the County Clark, of Brazoria County, Texas, and more particularly described as follows:

(1) All of the Oscar A. Frissell five core tract of land, known as lot No. 15, in the Brasos Coast Investment Company's Subdivision No. 5, of the F. J. Calvit survey, Abstract No. 51, Brasoria County, Texas.

We assess the damages for the taking and subjection of the land and premises above described to the uses set forth in the petition in this cause to Oscar A. Prizzell at the sum of \$1.00, if he be living and if he be dead to the unknown heirs and/or legal representatives of the said Oscar A. Prizzell.

( 33 )

#### Lot Number 140:

All that sertain tract or parcel of land known as lot No. 140 on the map of the Intracoastal / Canal Waterway, duly filed for record in the office of the County Clerk of Erraceja County, Texas, and more particularly described as follows:

(1) All of the Walter M. Lamb five acre tract of land, known as lot Mo. 1, located in the Braxos Coast Investment Company's Subdivision No. 3, of the A. Mitchell survey Abstract No. 98, Braxoria County, Texas.

We assess the damages for the taking and subjection of the land and premises above described to the uses set forth in the petition in this cause to Walter M. Lamb, at the sum of \$1.00, if he be living and if he be dead to the unknown heirs and/or legal representatives of the said Walter M. Lamb.

(34)

### Lot Number 149;

All that certain tract or parcel of land, known as lot No. 149, on the map of the Intraconstal Canal Waterway duly filed for record in the office of the County Clerk of Brazoria Sounty, Will, 121 2222 \$22448018915 RESSFIRED BE FORIOWS;

(1) All of the J. H. Truskett 5.7 series tract of land, known as lot No. 16, located in the Brazos Coast Investment Subdivision No. 3, A. Mitchell survey, Abstract No. 98, Brazonia County, Texas.

We assess the damages for the taking and subjection of the land and premises above

described to the uses set forth in the petition in this cause to J. H. Truskett at the sum of \$1.00, if he be living, and if he be dead, to the unknown heirs and/or legal representatives of the said J. H. Truskett.

( 35 )

#### Lot Mumber 150:

All that certain tract or percel of land, known as lot No. 150, on the map of the Intracoastal Canal Materway, duly filed for record in the office of the County Clark of Brazaria County, Texas, and more particularly described as follows:

(1) Being a strip of land 300 feet in width located in the south central portion of the A. Mitchell Labor No. 17, Abstract No. 98, Brazoria County, Texas, adjacent to Freeport Harbor and bordered by the E. D. Dorchester tract on the northwest; Lots Nos. 15 and 16 of the Brazos Coast Investment Company's Subdivision No. 3, on the northwest; The United States Life Saving Station tract on the southeast; and the Presport Harbor on the southwest, containing approximately 6.5 acres of land, more or less.

We assess the damages for the taking and subjection of the land and premises above described to the uses set forth in the petition in this cause to E. F. Simms at the sum of \$1.00, if he be living and if he be dead, to the unknown heirs and/or legal representatives of the said E. F. Simms;

( 56 )

#### Lot Number 157:

All that certain tract or percel of land, known as lot No. 157 on the map of the Intracoastal Canal Waterway, duly filed for record in the in the affice of the County Clerk of Brazonia County, Texas, and more particularly described as follows:

- (1) Beginning at a point which is the intersection of the southerly right of way line of the Louisiana and Texas Intracoastal Materway and the west line of the five acre tract of land known as lot No. 8, of the Brason Coast Investment Company's Subdivision No. 2, P. J. Calvit survey, Abstract No. 51, Brasoria County, Texas; said west line being extended intersects the reference line tangent of the Louisiana and Texas Intracoastal Materway, opposite center line atation 208 / 922.5; thence in a northeasterly direction along the said southerly right of way line to an intersection with the east line of said lot No. 8; thence in a northwesterly direction along said east line to an intersection with the south bank of the old Intracoastal Canal; thence in a southwesterly direction along the said south bank to an intersection with the west line of said lot No. 8; thence in a southeasterly direction along said west line to the place of beginning, and containing 0.4 acres of land, more or less.
- (2) That certain tract or parcel of land, adjoining on the south of said tract No. 1, Section 56, as described in the paragraph immediately preceding, the north line of said tract being the south line of tract No. 1, Section 56, and being described as the land of the party of the first part adjoining the tract or parcel herein conveyed being all of lot No. 8, of the Brasos Coast Investment Company's Subdivision No. 2, not herein conveyed for right of way purposes and containing 4.6 acres of land, more or less.

We assess the damages for the land actually taken and subjected to use under this proceeding and which is hereinbefore described to the owner W. J. Minges, if living, and if dead, his unknown heirs and/or legal representatives, for the foregoing land and for all damages to other lands belonging to such owner and all damages incidental to the construction and operation of the canal and deposit of spoil and other uses to which same shall be subjected, at the sum of \$2.60.

All that certain tract or parcel of land, known as lot No. 169, on the map of the intracoastal Canal Naterway, duly filed for remord in the office of the County Clark, of Bresoris County, Taxas, and more particularly described as follows:

(1) Beginning at a point which is the intersection of the southerly right of way line of the Louisiana and Texas Intracoastal Waterway, and the west line of the five acre tract of land, known as lot No. 30, of the Brasos Coast Investment Company's Subdivision No. 1, B. T. Archer survey, Abstract No. 9, Brasoria County, Texas; said we 'line being extended intersects the reference line tangent of the Louisiana and Texas Intracoastal Enterway, opposite center line Station 197 / 503. 3; thence in a northeasterly direction along the southerly right of way line of the Louisiana and Texas Intracoastal Waterway to an to the left; thence in a northwesterly direction along said south bank of the Cld Intracoastal Canal; thence in a southwesterly direction along said south bank to an intersection with the west line of said lot No. 50; thence in a southeasterly direction along said west line of lot No. 50, to the place of beginning, and containing 0.2 acres of land, more or least.

We assess the damages for the taking and subjection of the land and premises above described to the uses set forth in the petition in this cause to F. W. Wiser, at the sum of \$1.00, if he be living, and if he be dead, to the unknown heirs and/or legal representatives of the said F. W. Wiser.

#### (38)

#### Lot Bumber 162:

All that certain tract or parcel of land, known as lot Wo. 162 on the map of the Intracoastal Canal Waterway, duly filed for record in the office of the County Clerk, of Brascria County, Texas, and more particularly described as follows:

(1) Beginning at a point which is the intersection of the southerly right of way line of the Louisiana and Texas Intracoastal Materway, and the west line of the fiv- acre tract of land known as lot No. 53, of the Brasos Coast Investment Company's Subdivision No. 1, B. T. Archer survey, Abstract No. 9, Brazoria County, Texas; said west line being extended intersects the reference line taugent of the Louisiana and Texas Intracoastal Waterway opposite center line Station 198 / 049.3; thence in a northeasterly direction along the southerly right of way line of the said Louisiana and Texas Intracoastal Waterway, to an intersection with the east line of lot No. 53; thence in a northwesterly direction along said east line to an intersection with the south bank of the old Intracoastal Canal; thence in a southwesterly direction along said south bank to an intersection with the west line of lot No. 55; thence in a southeasterly direction along said west line to the place of beginning and containing 0.7 acres of land, more or less.

We assess the damages for the taking and subjection of the land and premises above described to the uses set forth in the petition in this cause to P. P. Rapp, at the sum of \$1.00, if he be living and if he be dead, to the unknown heirs and/or legal representatives of the said P. P. Rapp.

#### ( 39 )

### Lot Rumber 164:

All that certain tract or parcel of land, known as lot No. 164, on the map of the Intracoastal Canal Materway, duly filed for record in the office of the County Clerk of Brazoria County, Taxas, and more particularly described as follows:

(1) Beginning at a point which is the intersection of the southerly right of way line of the Louisians and Texas Intracoustal Waterway and the west line of the five acre tract known as lot No. 35, of the Brazos Coast Investment Company's Subdivision No. 1, B. T. Archer

survey, Abstract No. 9, Brasoria County, Texas; said west line of lot No. 35 being extended

intersects the reference line tangent of the Louisians and Texas Intraconstal Waterway opposite senter line Station 198 / 466.7; thence in a northeasterly direction along the scatherly right of way line of said Intraconstal Waterway, to an intersection with the east line of said lot No. 55; thence in a northwesterly direction along said east line to an intersection with the south bank of the old Intraconstal Canal; thence in a southwesterly direction along said south bank to an intersection with the way 14mm of said lot No. 55; thence in a southwasterly direction along said west line of 1.t No. 36, to the place of beginning, and containing 1.1 acres of land, more or less.

We assess the damages i... the taking and subjection of the land and premises above described to the uses set forth in the petition in this cause to Mrs. L. T. Kinkheed, at the sum of \$1.00, if she be living, or if she be dead, to the unknown heirs and/or legal representatives of the said Mrs. L. T. Kinkhead.

(40)

#### Lot Mumber 167:

All that certain tract or percel of land, known as lot Wo. 167, on the map of the Intraconstal Canal Waterway, duly filed for record in the office of the County Clerk, of Brasoria County, Texas, and more particularly described as follows:

(1) Beg'ming at a point which is the intersection of the north line of lot No. 39, Block No. 22, Port Morris Subdivision, R. A. Shapard Survey, Abstract No. 708, Brazoria County, Taxas, and the southerly right of way line of the Louisians and Taxas Intracoastal Waterway, said north line when extended in a westerly direction, intersects the reference line of the Louisians and Taxas Intracoastal Waterway opposite center line Station 145 / 784.0; thence in a southerly direction along said southerly right of way line to an intersection with the west line of lot No. 39; thence in a northerly direction along said west line to the northwest corner of said lot No. 39; thence in an easterly direction along the north line of said lot No. 59, to the point of beginning, and containing 0.001 acres of land, more or less.

We assess the damages for the taking and subjection of the land and premises above described to Miss Myrtle L. Robertson, at the sum of \$1.00, the uses of which are set forth in the petition in this cause, if she be living, or if she be dead, to the unknown heirs shi/or legal representatives of the said Miss Myrtle L. Robertson.

(41)

### Lot Number 168:

All that certain tract or parcel of land, known as lot No. 168, on the map of the Intracoastal Canal Materway, only filed for record in the office of the County Clerk, of Brazonia County Texas, and more particularly described as follows:

(1) All of lot No. 43, Block No. 22, Fort Morris Subdivision, R. A. Shapard Survey, Abstract No. 708, Brazoria County, Taxas; the south line of said lot No. 45, when extended in a westerly direction intersects the reference line of the Louisians and Taxas Intrascastal Waterway opposite center line Station 145 / 908.6; and containing 0.08 acres of land, more or less.

We assess the damages for the taking and subjection of the land and premises above described to the uses set forth in the petition in this cause to Mrs. Madeline S. White, at the sum of \$1.00, if she be living, or if she be dead, to the unknown heirs and/or legal representatives of the said Mrs. Madeline S. White.

(42)

### Lot Mumber 169:

All that certain tract or parcel of land, known as lot No. 189, on the map of the Intracoastal Canal Waterway, duly filed for record in the office of the County Clark, of Brazoria County, Texas, and more particularly described as follows:

(1) All of lots Nos. 1 and 2, Block No. 20, Port Morris Subdivision, R. A. Shapard survey, Abstract No. 708 Bregaria County, Texas; the north line of said lots when extended in a westerly direction, intersects the reference line of the Louisians and Texas Intracoestal Canal Waterway, opposite center line Station 145 / 946.0, and containing 0.12 acres of land, more or less.

We assess the damages for the taking and subjection of the land and premises above described to the uses set forth in the petition in this cause to George Weston at the sum of \$1.00, if he be living, or if he be dead, to the unknown heirs and/or legal representatives of the said George Weston.

(45)

#### Lot Number 170:

All that certain fract or percel of land, known as lot No. 170 on the map of the Intracoustal Canal Vaterway, duly filed for record in the office of the County Clark of Brasoria County, Texas, and more particularly described as follows:

Elock No. 20, Port Morris Subdivision of the R. A. Shapard Survey, Abstract No. 708 Brasoria County, Taxas and the southerly right of way line of the Louisians and fexas Intracoastal Waterway; thence in a southerly direction along said southerly right of way line to an intersection with the west line of lot No. 4, which is also the east line of lot No. 5; thence continuing across lot No. 3 to an intersection with the south line of lot No. 3; thence in a westerly direction along said south line to the southwest corner of lot No. 3; thence in a northerly direction along said west line of lot No. 3, to the northwest corner of said lot No. 3; thence in an easterly direction along the north line of lot No. 3 and lot No. 4, said lots being adjacent, to the northeast corner of lot No. 4, said north line when extended in a westerly direction intersects the reference line of the said waterway, opposite center line Station 145 / 946.0; thence in a southerly direction along the east line of said lot No. 4, to the place of beginning, and containing 0.10 acres of land, more or less.

We assess the damages for the taking and subjection of the land and premises above described to the uses set forth in the petition in this cause to 5. W. Peeples at the sum of \$1.00. If he be living, or if he be dead, to the unknown heirs and or legal representatives of of the said 5. W. Peeples.

### (44)

#### Lot Rumber 171:

All that certain tract or parcel of land, known as lot Ho. 171 on the map of the Intracountal Canal Materway, duly filed for record in the office of the County Clerk of Bragoria County, Texas, and more particularly described as follows:

(1) All of Lot No. 5, Block No. 22, of the Fort Morris Subdivision of the R. A. Shapard Survey, Abstract No. 708, Brazoria County, Taxas, the north line of said lot No. 6, when extended, intersects the reference line of the Louisians and Texas Intracoastal Waterway, opposite center line Station 145 \$\frac{7}{659.4}\$, and containing 0.06 acres of land more or less.

We assess the damages for the taking and subjection of the land and premises above described to the uses set forth in the petition in this cause to William H. Buttomer at the sum of \$1.00, if he be living, or if he be dead, to the unknown heirs and/or legal representatives of the said William H. Buttomer.

### (46)

### Lot Number 107:

All that certain tract or parcel of land, known as lot No. 107, on the map of the Intracoastal Canal Waterway, duly filed for record in the office of the County Clark, of Brazonia County lexas and more particularly described as follows:

(1) All of the Bland and Figher Immber Company's five acre tract of land, known as lot No. 55, located in the Brages Coast Investment Company's Subdivision No. 8, of the F. J. Calvit survey, Abstract No. 51, Brazoria County, Texas.

We assess the damages for the taking and subjection of the land and premises above described to the uses set forth in the petition in this cause to the Bland and Pisher Lumber Company, its unknown stockholders, and the unknown heirs and/or legal representatives of the said Bland and Fisher Lumber Company and/or its unknown stookholders, at the sum of \$1.00, and apportion said damages equally and if any or all of said parties be dead, then the portion of said damages awarded to such parties is hereby apportioned to the unknown bairs and/or legal representatives of such parties.

It being impossible at this time to locate the respective owners of the respective tracts of land hereinbefore described, it is ordered and provided that the total amount of dasages above assessed be deposited in the Registry of the County Clerk of Braseria County, Texas, to the gradit and subject to the order of each of the respective owners hereinbefore set out, in the amount awarded to each of said respective owners as damages to the land of such owners.

The undereigned Commissioners further represent that a necessity exists for the condomination and appropriation of the property hereinbefore described for the purposes set forth in the statement filed herein, by the county of Brascria.

Court costs, including a few of \$50.00 payable to the Honorable Cleveland Davis, Attorney Ad Litem are assessed against Brazoria Cou.cy, Texas.

F. M. Harvin

Ren D Cannan

T. G. Stewart

Special Commissioners

6/4/37.

Filed by me this 4th day of June 1937.

Floyd Enlow Co Judge Brazoria Co Texas

No. 2034. Co of Brazoria vs A. P. George et al. REPORT OF COMMISSIONERS IN COMDENNATION. Filed Jun 4 1937 E. R. Stevens Clerk County Court Brazoria ENDORSTOKENTS: No. 2034. County, Texas By Bob Monarch Deputy

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Bo. 184

Hz-Parte Rance Reynolds

PETITION FOR LICENSE TO RETAL BEER

OF THIS 30 day of Jammary 1937 came on to be heard the petition in this cause, and it appears that lawful notice was given of the filing of this petition and the date set for a hearing. After hearing the evidence, the Court finds the facts stated in the said petition trus.

It is therefore ordered and decreed by the Court that said petition be granted, and that the tex collector of Brazoria County, Texas is authorized, upon the payment to him of the Issa required by law, to issue a license in accordance with said petition.

Floyd Enlow

County Judge Brazoria County, Texas.

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No. 185

Ex-Parte Jack Quarles J

PETITION FOR LICENSE TO RETAIL BEER

ON THIS 2 day of July 1937 came on to be heard the petition in this cause, and it appears that lawful notice was given of the filing of this petition and the date set for a maring. After hearing the evidence, the Court finds the facts stated in the maid potition true.

The first exception of the contract of the entropy has also dissiply about the particles because in a particle of the contract of the contract of the contract of the contract of the contract of the contract of the contract of the contract of the contract of the contract of the contract of the contract of the contract of the contract of the contract of the contract of the contract of the contract of the contract of the contract of the contract of the contract of the contract of the contract of the contract of the contract of the contract of the contract of the contract of the contract of the contract of the contract of the contract of the contract of the contract of the contract of the contract of the contract of the contract of the contract of the contract of the contract of the contract of the contract of the contract of the contract of the contract of the contract of the contract of the contract of the contract of the contract of the contract of the contract of the contract of the contract of the contract of the contract of the contract of the contract of the contract of the contract of the contract of the contract of the contract of the contract of the contract of the contract of the contract of the contract of the contract of the contract of the contract of the contract of the contract of the contract of the contract of the contract of the contract of the contract of the contract of the contract of the contract of the contract of the contract of the contract of the contract of the contract of the contract of the contract of the contract of the contract of the contract of the contract of the contract of the contract of the contract of the contract of the contract of the contract of the contract of the contract of the contract of the contract of the contract of the contract of the contract of the contract of the contract of the contract of the contract of the contract of the contract of the contract of the contract of the contract of the contract of the contract of the contract of the contract of the contract

to me that they each executed the same for the purposes and consideration therein expressed, and the said Marian M.Brittor, wife of the said James L. Britton, baving been examined by an privily and apart from her husband, and having the same fully explained to her by me, she, the said Marian M.Britton, acknowledged such instrument to be her act and deed, and she declared that she had willingly signed the same for the purposes and consideration therein expressed, and that she did not wish to retract it.

Given under my hand and seal of office on this the 4th day of November A.J. 1938. (SEAL) Louise Albrecht Hotzery Public, Harris County, Texas.

Piled for record at 11:50 o'clock A. M. May 18 1939 J.R. Monarch, Clerk Journty Court Brazoria County, Again. By P.W. Arrington, Deputy

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4087

Inclosure No. 29
7245 (Louisians-Texas Intracoastal W.W.) 575/88

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THE STATE OF TEXAS )
COUNTY OF BRAZORIA )

ENOW ALL MEN BY THESE PRESENTS: THAT WHEREAS, beretofore, to-wit, upon the dates and at the times bereinafter set out, Brazoria County, Texas, acting pursuant to the authority conferred upon it by law, has acquired rights of way and easements for the purpose of newigation and in aid thereof and for a canal and water way throughout Brazoria County, Texas, and the necessary dumping privileges and spoil banks appurtenent thereto, to be constructed under the Acts of the Congress of the United States of America now in force, and hereafter to be enacted; and,

WHEREAS, Brazoria County is desirous of conveying the same to the Covernment of the United States of America, all as is authorized and provided by Article 822a of the Revised Civil Statutes of Toxas:

HOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS: That Brazoria County, Texas, a municipal corporation and organized county within the State of Texas, acting herein by and through the duly elected, qualified and acting County Judge of Brazoria County, Texas, with the attest of the County Clerk of Brazoria County, Texas, and pursuant to an order of the Commissioners Court authorizing and directing this conveyance, for and in consideration of these premises, and the purposes hereinbefore set out, and the sum of \$10.00 to it in hand paid by the United States of America, has this day Granted, Bargained, Sold and Conveyed, and by these presents does Grant, Bargain, Sell and Convey, unto the United States of America, all right, title and exsement together with all spoil disposal areas which it has acquired and is entitled to assert in and to the following described land and premises lying and being situated in Brazoria County, Texas, towart:

All of those certain lots, tracts or parcels of land known and designated as Lets Hos. 25, owned by A. P. George et al; 27, owned by B.Bryan; 41, owned by T. H. Holloway; 44, owned by Louis Desance; 45, owned by W. H. Hucklebridge; 46, owned by George Bradley; 64, owned by F.A. Patrick; 71, owned by E.S.Crocker, 87, owned by C. L. Jackson; 95, owned by B. McGebee; 96, owned by C.E. E. Thompson; 98, owned by Gooch & Gooch; 101, owned by Sam Shearard; 102, owned by Sam Shearard, 104, owned by Chas. S.Fisher; 106, owned by John Hillman; 109, owned by Patrick McSherry; 111, owned by Mrs. H.G.Titers; 113, owned by J. B. Walker; 114, owned by W. W. Perkins; 115, owned by Joe Taylor; 119, owned by G. L. Heck; 120, owned by William Prechart; 182, owned by William Prechart; 182, owned by William Prechart; 182, owned by R.E. Young; 126, owned by Emile Welzh; 129, owned by L.A.Shutts; 130, owned by Ernest Hensel; 151, owned by Mrs. J. L. Volg; 132, owned by A. V.

Vinson; 135, wened by Frank Richart and T.A.Davis; 130, owned by Cacar Fristell; 140, owned by Walter M. Lamb; 149, owned by J. H.Trasbett; 150, owned by E.F. Sims; 157, owned by W.J. Minges; 159, owned by P.W.Wiser; 162, owned by F. P. Rapp; 164, owned by Mrs. L. T. Kinkhead, 167, owned by Mrs. Myrtle L. Robertson, being Lot 39, Block 22, Port Morris Subdivision; 168, owned by Mrs. Madeline 5. White, being Lot 45, Block 22, Fort Morris Subdivision; 169, owned by George Weston, being Lots 1 and 2, Block 20, Port Morris Subdivision; 170, owned by S.W. Feeples, being Lot 4, Block 20, Fort Morris Subdivision; 171, owned by Mr. E. Buttomer, being Lot 6, Block 22, Fort Morris Subdivision; and 107, owned by Bland and Fisher Lumber Company;

According to the map of the IntracoastalCanal Waterway certified to by E. H.
Marks, Lieutenant Colonel Corps of Engineers of the United States Army, duly filed and
recorded in the office of the County Clerk of Brazoria County, Texas, and which said tracts
of land are particularly described by metes and bounds in the decree of the County Court
of Brazoria County, Texas, dated June 26, 1937, condemning said lands for the purpose above
stated, in a certain cause styled Brazoria County Vs. A. P.George, et al., and numbered
2034 on the docket of the County Court of Brazoria County, Texas, and which said decree
is duly recorded in the Minutes of the County Court of Brazoria County, Texas, and reference
is here made to the sforesaid map and decree of the County Court of Brazoria County, Texas,
for a more particular description of said land and premises.

Also all of that certain tract or parcel of land lying and being situated in Brazoria County, Texas, and known and designated as Lot No. 110, according to the map of the Intracoastal Canal Waterway certified to by E. H. Marks, Lieutenant Colonel Corps of Engineers of the United States Army, on file in the office of the County Clerk of Brazoria County, Texas, and being fully described in the decree of the County Court of Brazoria County, Texas, in a certain cause numbered No. 2007 and styled Brazoria County, Texas, Vs. Joseph Holte, and dated October 6, 1938, said decree being duly recorded in the minutes of the County Court of Brazoria County, Texas, and to which said decree and the record thereof and the map above described reference is here made for more particular description.

Also all of that certain tract or parcel of land lying and being situated in Brazoria County, Texas, and being designated as Tract No. 47 on the map of the intracoastal Canal Waterway certified to by E. H. Warks, Lieutenant Colonel Corps of Engineers of the United States Army, and on file in the office of the County Clerk of Brazoria County, Texas, and being particularly described in a decree of the County Court of Brazoria County, Texas, dated October 8, 1938, in a certain cause numbered 2072, and styled Brazoria County, Texas, Vs. Charles Gilpin et al. on the docket of said court, and to which said map, the record thereof, as well as to said decree of the County Court and the record thereof reference is here made for a more particular description.

Also all of that certain tract or parcel of land lying and being situated in Brazoria County, Texas, and being designated as Tract No. 38 on the map of the Intracoastal Canal Waterway certified to by E. H. Marks, Lieutenant Colonel Corps of Engineers of the United States army, and on file in the office of the County Clerk of Brazoria County, Texas, and being particularly described in a decree of the County Court of Brazoria County, Texas, deted August 16, 1938, in a certain cause numbered 2071, and styled Brazoria County, Texas, vs. J.W.Dennis on the docket of said court, and to which said map, the record thereof, as well as to said decree of the County Court and the record thereof reference is here made for a more particular description.

Also all of that certain tract or parcel of land lying and being situated in Brazoria County, Texas, and being designated as Track No. 40 on the map of the Intraconstal Canal Enterway sertified to by E. H. Marks, Lieutenant Colonel Corps of Engineers of the United States Army, and on file in the office of the County Clerk of Brazoria County, Texas, and being particularly described in a decree of the County Court of Erazoria County, Texas, dated August 16, 1938, in a certain cause numbered 2074, and styled Brazoria County, Texas, Vs. T. L. Smith, Jr., on the doubt of said court, and to which said map, the record thereof, as well as to said decree of the County Court and the record thereof reference is here made for a more particular description.

Also all of that pertain tract or parcel of land lying and being situated in Brasoria County, Texas, and being designated as Tract No. 86 on the map of the Intracoustal Comal Waterway certified to by E. H. Marks, Lieutenant Colonel Coups of Engineers of the United States army, and on file in the office of the County Clerk of Brasoria County, Texas, and being particularly described in a decree of the County Court of Brasoria County, Texas, dated August 16, 1958, in a certain cause numbered 2076 and styled Brazoria County, Texas, Vs. Ers. T. J.Wilson, on the docket of said court, and to which said map, the record thereof, as well as to said decree of the County vourt and the record thereof reference is here made for a more particular description.

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Also all of that certain tract or parcel of land lying and being situated in Brasoria County, Texas, and being designated as Tract No. 36 on the map of the Intracoastal Canal Materway certified to by E. H. Marks, Lieutenant Colonel Corps of Engineers of the United States Army, and on file in the office of the County Clerk of Brasoria County, Texas, and being particularly described in a decree of the County Court of Brasoria County, Texas, dated August 16, 1938, in a certain cause numbered 2079, and styled Brasoria County, Texas, Vs. Chas. J.Rockenstein, on the docket of said court, and to which said map, the record thereof, as well as to said decree of the County Court gast the record thereof reference is here made for a more particular description.

Also all of that certain tract or parcel of land lying and being situated in Brascria County, Texas, and being designated as Tract No. 62 on the map of the Intraconstal Canal Materway certified to by E. B. Marks, Lieutenant Colone) Corps of Engineers of the United States Army, and on file in the office of the County Clerk of Brazoria County, Texas, and being particularly described in a decree of the County Court of Brazoria County, Texas, dated August 16, 1938, in a certain cause numbered 2082, and atyled Brazoria County, Texas, Ts. Krs. Ella Dunm et al on the docket of said sourt, and to which said map, the record thereof, as well as to said decree of the County Court and the record thereof reference is here made for a more particular description.

Also all of that certain tract or parcel of land lying and being situated in Grazoria County, Texas, and being designated as Tract No. 105 on the map of the Intraconstal Canal Waterway certified to by E. B. Marks, Lieutenant Colonel Sorpe of Engineers of the United States Army, and on file in the office of the County Clark of Brazoria County, Texas, and being particularly described in a decree of the County Court of Brazoria County, Texas, dated August 16, 1938, in a certain cause numbered 2083, and a tyled Brazoria County, Texas, Vs. A. M.Ramsey, et al. on the docket of said court, and to which said map, the record thereof, as well as to said decree of the County Court and the record thereof reference is bere made for a more particular description.

TO HAVE AND TO HOLD unto the United States of America, for the purposes and uses hereinbefore set out, forever.

INTESTIMONY WHEREOF, Brazoria County, Texas, has caused this instrument to be executed on its babalf by its County Judge and attested by its County Clerk and its corporate seal impressed hereon, this lithday of January, A.D. 1939.

(COTY SEAL)

BRAZORIA COUNTY, TEYAS.

ATTEST: J.R. Monarch, County Clerk of Brazoria County, Texas. By O. K. Phillips County Judge of Brezoria County, Texas.

THE STATE OF TEXAS )

Before me, the undersigned subhority, on this day personally appeared 0. K. Phillips known to me to be the person who executed the foregoing instrument in behalf of Brazeria County, Texas, and as County Judge of Brazeria County, Texas, and scknowledged to me that re-executed the same for the purposes and consideration therein expressed, in the capacity therein set forth, and as the set and deed of Brazeria County, Texas.

Given under my hand and seal of office, this lith day of January, 1939.

(SEAL) T. M.Gupton Hotary Public in and for Brazoria County, Texas.

Filed for record at 11:30 o'clock A. M. May 18 1939 J.R. Momarch, Clerk County Court, Brazoria County, Texas. By F.W.Arrington, Deputy

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4088

Inclosure No. 26
7245 (Louisiana-Texas Intracoastal W.W.) 575/26

THE STATE OF TEXAS )
COUNTY OF BRAZORIA )

Theress, on the 26th day of Pebruary, 1938, Sam P. Allison, individually and as Independent Executor of the estate of Mannie M. Allison, deceased of Jackson County, State of Missouri, executed and delivered to the United States of America an essement and right of may and giving permission for the necessary spoil disposal area, as fully set out in said instrument, over which the Louisians-Texas Intracoastal Waterway will be constructed and maintained by the Jovernment over and across all that certain percel of land known as Lot 19 in the S. P. Allison 50 acre tract of land located in the John Martin Survey, Abstract 331 in Brazoria County, Texas, being a strip 300 feet in width across the said S. P. Allison 50 acre tract, and said strip being fully described by metes and bounds in said assement deed, which is here referred to more specifically for the terms thereof and for the description of said strip of land, and which said easement deed is duly recorded in Yolume 311, Page 121 et seq., of the Deed Records of Brazoria County, Texas, to which reference is here made; and,

Thereas, on the same date the said Sam P. alliaon in the same capacity executed to the United States of America a like easement and spoil bank dumping privilege for like purposes over and across a tract of 70 acres of land owned by the said S. P. alliaon, known as Tract No. 20 on the map of the Intraconstalianal Waterway, comprising a strip 300 feet wide located in the John Martin Survey, Abstract 311 in Brazoria County, Texas, and fully described by mates and bounds in said easement deed, which is here referred to for its terms and for a full description of said 300 foot strip, which instrument is of record in Volume 311, Page 123, of the Fied Secords of Brazoria County, Texas; and,

whereas, heretofore, to-wit, on July 23, 1937, the said Sam P. Allison executed and delivered to the undersioned Magnolia Petroleum Company, a mineral lease upon said above described 50 acres of land and upon said above described 70 acres of land, and which said lease is still in full force and a fleut and is now owned by the undersigned, Magnolia Petroleum Company, and which said mineral lease is of record in Volume 296, Page 107 of the Deed Records of Brazoria County, Texas, to which reference is here made, and the United States of America desires that said lease be subregated and made subordinate to the said right of way and spoil bank assement granted to the United States of America under the terms

according to the map or plat thereof duly recorded in the office of the County Clerk of Brazoria County, Texas, to which reference is here made for all appropriate purposes.

TO HAVE AND TO HOLD the above described premises, together with all and singular the rights and appurtenances thereto in anywise belonging, unto the said S. W. Hudgins, his beire or assigns forever.

and we do hereby bind ourselves, our heirs, executors and siministrators to Warrent and Porever Defend all and singular the said premises unto the said S. W. Mudgins, his heirs and assigns, against every person whomsoever lawfully claiming or to claim the same, or any part thereof.

Witness our hands, this 2 day of Merch, A.D. 1942.

Blair McCulley
Edna Mae McCulley

COUNTY OF BRAZORIA

EXPERS ME, the undersigned authority, a notary public within and for said County and State, on this day personally appeared Blair McCulley and Edna Mae McCulley, his wife, known to me to be the persons whose names are subscribed to the foregoing Instrument, and the said Blair McCulley acknowledged to me that he executed the same for the purposes and consideration therein expressed. And the said Edna Mae McCulley, wife of the said Blair McCulley, having been examined by me privily and apart from her husband, and having the same fully explained to her, she, the said Edna Mae McCulley, acknowledged such instrument to be her act and deed and declared that she had willingly signed the same for the purposes and commideration therein expressed, and that she did not wish to retract it.

Given under my hand and seal of office this 2 day of March A.D. 1942.

L) J. L. Main Ex officio Notary Public within and for Brazoria County, Texas.

Piled for Record at 8:30 o'clock A.E. Har 17 1942 J.R. Monarch Clerk County Court, Brazeria County, Texas By Alice Sanders Deputy.

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THE STATE OF TEXAS )

COUNTY OF BRAZORIA ) KNOW ALL MEN BY THESE PRESENTS:

That We, J. P. Harris and J. S. Montgomery of the County of Brazoria, State of
Texas, in consideration of Ten Dollars (10.00) and other considerations by Hannis Stringfellow,
to us in hand paid, the receipt of which is herety acknowledged, have granted, bargained, sold
and conveyed and by these presents do Grant, Bargain, Sell and Convey, subject to the reservations mercinafter contained, together with the right to ingress and egress at all times
for the purpose of exploring, prospecting, mining, drilling and producing any or all gas,
oil, or other minerals thereunder, unto the said Hannie M. Stringfellow all our interest in
all those certain lets, tracts and parcels of land situated in Brazoria County, Texas, known
and described as follows:

Lots Nos. 28-31-47-48-72-73-80-152-239-240-276-333-358-361-400-362-462-472-537-600-605 Division No. 14 a Calvit survey, Abst. 49.

Lots Nos. 108-110-113-59- Division 14, P. Bestrand survey, Abst. 42.

Lots Bos. 105-114-117-131-138-141-146-153-170-180-190-222-244-253-276-279-191-Division 13, 1. Calvit, Abet. 49.

> Lots Nos. 48-75 Division 12, A. Calvit survey, Abst. 49 Lots Nos. 49-88 Division 10 F. J. Calvit survey, Abst. 51

Lots Nos. 14-47-57-71-74-173 Division 9, F. J. Calvit survey, Abst. 51 💯

D-191

Lote Hos. 9-14-57-77 Division 8, F. J. Calvit survey, Abet. 51 ~ J. S. Montgomery J. P. Harris

J. S. Hontgomery J. F. Harris Lots Hos. 73-112-116-155 & 175 Division 7 F. J. Celvit Abst. 51

Lots Tos. 50-84-85- Division 6. J. A. Wharton, Abst. 385.

Lots Nos. 32-41- Division 5. P. J. Calvit sur. Abst. 51

Lot No. 5 Division h, P. J. Celvit Sur. Abst. 51

Lot No. 12 Division 2, P. J. Celvit sur. Abst. 51

Lots Nos. 109-147 Division 1, B. T. Archer sur. Abst. 9

Lots Nos. 82-134-137-139-144-147-218-251-309-337-270 Division 15, S. F. Austin sur.
Abst. 19.

containing 405 acres, more or less, out of the Brazos Coast Investment Company's Subdivision of land out of the above named surveys and others, which said subdivision is of resord in the Flat Records of Brazoria County, Texas, to which reference is here made for further Geneription.

There is excepted from this conveyance and reserved to the Grantors all of Grantors interest in the minerals in and under said premises together with the exclusive right to in gress and egress at all times for the purpose of exploring, prospecting, mining, drilling and producing any or all gas, oil, or other minerals thereunder, only the right which is here granted to Grantee to receive jointly, as a non participating royalty interest, an undivided one sixteenth (1/16) royalty interest in and to all minerals produced from Grantors interest in the minerals in, on or under said land.

As part of the consideration herefor, Grantee assumes and agrees to pay all current and delinquent taxes due on the tracts herein conveyed.

TO HAVE AND TO HOLD the above described premises, subject. the above reservations, together with all and singular the rights and appurtenances thereto in any manner belonging unto the said Mannie M. Stringfellow, her heirs and assigns, against all persons whomsoever lawfully claiming or to claim the same or any part thereof, by, through or under us except that we do not warrant taxes for this or any other year.

Executed this the 24th. day of Febry. A.D. 1942.

J. P. Harris

J. S. Montgomery

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THE STATE OF TEXAS )

COUNTY OF BRAZORIA )

BEFORE ME, the undersigned authority, a Notary Public in and for Brazeria County, Texas, on this day personally a peered J. P. Harris and J. S. Montgomery, known to me to be the persons whose names are subscribed to the foregoing instrument and acknowledged to me that they executed the same for the purposes and consideration therein expressed.

Given under my hand and seel of office this the 16 day of March, A.D. 1942.

(SEAL) Sophie B. Hoefle Motary Public in and for Brazoria County, Texas.

\$2.20 Int. Rev. Stamps Cancelled: 3-17-42 XXX

Filed for Record at 9:50 o'clock A.M. Mar 17 1942 J.R.Monarch Clerk Jounty Court, Brazoria County, Texas By Alice Sanders Deputy.

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SEE STATE OF TEXAS }

COUNTY OF BRAZORIA )

ENDE ALL MEN BY THESE PRESENTS: End I, J. R. Gayle, Jr., of Brazoria County, Taxes, have granted, sold and conveyed, and by this instrument do grant, sell and convey unto R. R. Lem, of the County of Calveston, State of Texas, the following described property sitJ.R. Gayle Jr. to Hannie M. Stringfellow Instrument -- Quit-Claim Deed Dated -- July 14, 1947 Filed -- July 16, 1947 at 1 p.m. Recorded in Deed Book #/8 pg. ##2

9899

The State of Texas.

BRAGARIA

I, J.R. GATLE JR.,

Know all Men by These Presents:

of the County of BRAZONIA

and State of

, for and in consideration of

the sum of TEN (\$19.90)

DOLLARS

to in hand paid by

MARIE N'SESTEMBETTOS

, the receipt of which

of the County of BRAZORIA

and State of THEAS

TELLA

is hereby acknowledged, do I , by these presents BARGAIN, SELL, RELEASE, AND FOREVER

QUIT CLAIM unto the said HARRIE M.STRIKUTION

heirs and assigns, all right, title and interest in and to that certain tract or parcel of land lying in the County of RAZORTA., State of Texas, described as follows, to-wit:

Company's Subdivision of the B.T.Archer Survey, Abstract Ho. 9 and the F.J.Calvit League, Abstract No. 51;

Division Bo. I 109-147 10 Aores

10. 4 8

10. 5 32 5

10. 6 84-85-78-110-1 of 50 82.5 *

10. 6 9-14-67-77-75

10. 9 44-47-67-71-178-150 35 *

10. 10 49-88

TO HAVE AND TO HOLD the said premises, together with all and singular the rights, privileges and appurtenances thereto in any manner belonging unto the said. ZAMELE M. STRINGPELLOS

was neirs and assigns, forever, so that neither; T

the Yaid

J.R.OATLE JR.

heirs, nor any person or persons claiming under

shall, at any time

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bereafter, have, claim, or demand any right or title to the aforesaid premises or appurtenances, or any

part thereof.

WITNESS. III hand

PRINCES BRIDGE LA COMME, BRIDA

day of July

A D. 19 47

Witnesses at Remott of Graffine wer

# THE STATE OF TEXAS,

BEFORE ME, the undersigned, a Notary Public in angifor said County and State, on this day personally appeared

J.R. Gayla Fr.

subscribed to the foregoing instrument, and salmewledged to

obit his executed the same for the purposes and consideration therein expressed.

GIVEN HODER MY HAND AND SEAL OF OFFICE this the 12th day of

MILDRED WOODEL

Notary Public in and for WIFE'S SEPARATE ACKNOWLEDGMENT .

THE STATE OF TEXAS

IN THE COUNTY COURT OF BRAZORIA COUNTY, TEXAS. SITTING IN MATTERS PROBATE

COUNTY OF BRAZORIA

TO THE HOMORABLE T. M. GUPTON, JUDGE OF SAID COURT:
COMES HOW your Petitioner, Lottie Harris and respectfully shows to the Court:

I

That she resident Brazoria in Brazoria County, Texas; that J. R. Herris is dead, that he died on or about the 27th day of August, 1947 at Brazoria in Brazoria County; Texas; that at the time of his death and for many years prior thereto he had been a bona fide resident at Brazoria County, Texas and that his principal property at the time of his death was situated in Brazoria County, Texas.

IN

That at the time of the death of the said J. F. Harris he was seized and possessed of real and personal property of the probable value in excess of \$10,000.00.

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Harris and your Petitioner duly executed their joint and several Last Will and Testament in writing and that same was vitnessed by Geo. D. Rhodds and Denil C. Read and that said Last Will and Testament was executed with all the Foundities and solemnities and under the circumstances required by law to make it a valid will; that at the time of the said last Will and Testament and contemporarecessly theresize and as a part thereof the said J. F. Rabris and without to said last Will and Testament a codinil thereto; which codinil was wholly written by the said J. F. Harris and S.I. st. which is in the handwriting of the said J. F. Harris and S.I. st. which is in the handwriting of the said

That both original of said last Will and Testement and the codicil attached thereto are herewith filed with this application to probate the same in the office of the County Clerk of Brazoria County, Texas.

ν.

That your Petitioner is nominated and appointed in said Last Will and Testament of the said J. F. Harris as the Independent Executrix of the estate of the said J. F. Harris, deceased; that your Petitioner is the surviving wife of the said J. F. Harris, deceased; that your Petitioner is not disqualified by law from accepting Letters Testamentary upon said estate, but is in all things duly qualified.

VI.

That the said Will directs that no bond be required of her as the Executrix of said estate of the said J. F. Harris; deceased.

WHEREFORE, your Petitioner prays the Court that citation be issued to all parties interested in said estate, as required by law, and that said Will and the codicil thereto be admitted to probate and that letters Testamentary be issued to the Petitioner and Petitioner prays for such other orders as may be necessary and proper in the premises.

Attorney for Petitioner.

No. 3823

IN THE MATTER OF THE ESTATE OF J. F. HARRIS DECRASED IN THE COUNTY COURT OF BRAZORIA COUNTY, TEXAS, IN PROBATE

ON THIS 27th day of September, 1947, personally appeared in open Sourt George G. Badge , who, first being duly sworn, testifies, deposes and says: That on the 8th day of October, 1936, and for several years prior thereto and at all times subsequent thereto until August 27th, 1947, he was personally and well acquainted with J. F. Herris, who had been bons fide and continuously residing in the town of Brazoria, in Brazoria County, Texas; that he had on vanious occasions had business transactions with the said J. F. Harris, and became acquainted with and knows the handwriting and signature of the said J. F. Harris.

That the instrument attached as a codicil to the last WIRI and Testament of the said J. P. Harris and filed in this Court on the Jaw day of September, 1987, is wholly and in its safirety in the handwriting of and significant by the said Law. Harris, coditions the significant has a large spearing of said codicil is the section at the said J. R.

NO 3823

IN THE MATTER OF THE

ESTATE OF J. F. HARRIS

DECEASED

IN THE COUNTY COURT OF

BRAZORIA COUNTY, TEXAS.

IN PROBATE.

ON THIS 23rd day of September, 1947, came on to be beard the application of Lottle Harris for the probate of the last Will and Testament and the codicil attached thereto; of J. F. Harris, deceased, both of said instruments now produced in open Court; and it appearing to the Court that citation has issued on said application in the manner and form and for the

Company Abstract Company

the state of all all and there to, and the evilonce, a take tement of south is filled in this case, being heard and fully considered by the Court, the Court is of the opinion and affirmatively finds that the Testator, J. F. Herris, is dead and that he died at Brazoria, in Brazoria County, Texas, on the 27th day of August, 1947. That at the time of his death and for many years prior thereto he had been a bone fide resident of Brazoria County, Texas, and his principal property at the timeof his death was situated in Brazoria County, Texas, that on the 8th day of October, 1938, the said J. F. Harris was more than twenty-one years of age, and that on-said 8th day of October, 1938, and at all times subsequent thereto, whill the death of the said Testator, J.-F. Harris, he was of sound mind; thet; the instrument filed herein on the 23 day of September, 1947; executed by the said J. F. Harris and witnessed by Geo. D. Rodds and Secil S. Reed, is the Last Will and Testament of the said J. F. Hirris, deceased, and that the same was executed by the Testator with all the formalities and solemnities and under the circumstances required by law to make it a valid Will, and that seid Will has not been revoked by the Testator; that the instrument filed on the 23 day of September, 1947 and attached to said last Will and Restament as a codicil thereto, is wholly written and in the handwriting of the said J. F. Harris, and that the same is duly signed in the genuine signature of the said J. F. Harris and that same constitutes a codicil to said last Will and Testement, and that said codicil was executed by the Testator with all the formalities and solemnities and under the circumstances required by law to make it a valid codicil to said last Will and Testament and that said codicil his not been exched by the Testator.

de la some la la companya de la companya de la companya de la companya de la companya de la companya de la companya de la companya de la companya de la companya de la companya de la companya de la companya de la companya de la companya de la companya de la companya de la companya de la companya de la companya de la companya de la companya de la companya de la companya de la companya de la companya de la companya de la companya de la companya de la companya de la companya de la companya de la companya de la companya de la companya de la companya de la companya de la companya de la companya de la companya de la companya de la companya de la companya de la companya de la companya de la companya de la companya de la companya de la companya de la companya de la companya de la companya de la companya de la companya de la companya de la companya de la companya de la companya de la companya de la companya de la companya de la companya de la companya de la companya de la companya de la companya de la companya de la companya de la companya de la companya de la companya de la companya de la companya de la companya de la companya de la companya de la companya de la companya de la companya de la companya de la companya de la companya de la companya de la companya de la companya de la companya de la companya de la companya de la companya de la companya de la companya de la companya de la companya de la companya de la companya de la companya de la companya de la companya de la companya de la companya de la companya de la companya de la companya de la companya de la companya de la companya de la companya de la companya de la companya de la companya de la companya de la companya de la companya de la companya de la companya de la companya de la companya de la companya de la companya de la companya de la companya de la companya de la companya de la companya de la companya de la companya de la companya de la companya de la companya de la companya de la companya de la companya de la companya de la companya de la companya de la comp

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treatists thereof, sistent new to further appearing to the Court thereto said within margin is in all things qualified to and as the Executate and to accept letters Testamentary or said ostate.

. It is ORDERED and DECKERD by the Court that Letters Testamentary upon said estate be and are hereby granted to the said Lottie Harris, she having first taken the Oath requiredby law, and that no bond or other security be required or her as such Executrix.

It is further found by the Court that he H Dans and Z resident oftizens of Brazoria founty, Texas, are not interested in this estate and they and each of them are hereby appointed appraisers to appraise said estate and to make due return thereof within the time prescribed by law.

IN THE MATTER OF THE ESTATE OF J. F. HARRIS DECEASED

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IN THE COUNTY COURT OF BRAZORIA COUNTY, TEXAS: IN PROBATE

THE STATE OF TEXAS COUNTY OF BRAZORIA

I, Lottie Harris, do solemnly swear that the writings which have been offered for probate are the Last Will and controll attached thereto of J. F. Harris, deceased, so far as I know or believe, and that I will well and truly perform all of the dubles of Recutrix of said Will of the Estate of the said T. F. Herris, deceased.

LIPHERS TESTAMENTARY Gounty Taxas Tam D 19x4 Country of ----Glack of the County Court of Descrise County, Towns, de hordy ontify that the same lay of September , A 9 1947 Lotte Bire 12 a duly granted by said Court Setters Testamentory of the Estate of methat he qualified were surveyed of estate with some day of 19 19 sethelar requires and that said approximent is still in full frequency flat. Sant my hand for the fifth of some see light survey , ID yes

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COUNTY OF BRAZORIA

appeared S. B. HORFIE, a fewe sole, who we have duly sworn, on her cath deposes and Saye.

have resided for a number of years. I knew J. F. Harris during his lifetime and was an employee of J. F. Herris in his mercantile establishment in Brazoria, Texas, for approximately years. During this time, Mr. Harris and I accumulated some properties which were held either in his name or my name for the joint account of both of us. Mr. Harris died testate on or about the 27th day of August, 1947, and his estate has been administered and is being administered in Cause No. 3823 in the Matter of the Estate of J. F. Horris, deceased, in the County Court of Brazoria County, Texas; his will having been duly admitted to probate and Lottie Harris acting as independent executrix thereof, and who is the surviving vidow of J. F. Harris, deceased, and the sole devisee under the terms of his said will.

Certain properties were mentioned in the will as being owned jointly by J. F. Harris and me. Subsequent to the death of J. F. Harris all the properties in which I was interested and which were standing in the name of J. F. Harris, or in which he was interested and standing in my name, have been transferred, assigned, conveyed and delivered by Lottie Harris, individually and as independent executrizer said estate, to me, and by me to Lottle Harris, individually and as executrix aforesaid. How properties are now heing held by me for the J. F. Harris Batate, or lottie Harris, indicinually or independent executrix, and no properties are being haid by lottle librals, including light independent executrix of self-estate; the said, S. B. Roefle, with the said whatsos was atter surface mineria de on 13 and 7. course in

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as the Clare

S. F. Austin Frank and being the Best wir or a Proscre tract described as follows: being known and described as
Tract No. 6 of the subsidision of the Wilson 300 acre track
the Wilson 500 acre tract, said Tract No. 6 being fully described
in Deed Book 83, on page 610, Deed Records for : Brazoria
County, Texas, and being the same land described in the deed from
A. H. Smith, et ux, to J. S. Montgomery, dated May 8, 1934, and
of record in Volume 251, page 271 of the Deed Records of Brazoria
County, Texas, to which reference is here made.

Affirmit further states that she was smilliar with and knew the proportion union were held in escrow by J. F. Harris during his lifture of other parties, and that she further knows that subsequent to the decease of the seld J. F. Harris, the said lotted from a finite lift of an expectation of any and all proportion of any and all proportion of any and all proportion of any and fur parties by the said J. F. Harris and the first of the said J. F. Harris and the first of Lottie Harris by reason of the first in the vill of the said J. F. Harris,

NIT RECOMMEND THIS 17th day of November, 1950.

5. B. Hoche

the undersigned the control of November, 1950

NOTARY FUBLIC in and for Prozerie County, Texas. Floyd English

OF BRAEONTA

The Say

In the Estate

Buograda in Probate Rimmes Vol. 32 pg. 578-587.

Lottle Marris, deed.

mast.

IN THE MATTER OF THE ESTATE OF MRS. LOTTIN EXERTS, INCRASED IN THE COUNTY COURT OF BRACORTA COUNTY, TRIAS. IN PRODATE.

TO THE HOMORABLE JUDGE OF SAID COURT:

COMES NOW, Owerge Revin Harris, your petitioner, and respectfully shows to the Court:

That your petitioner resides in Brezoria County, Texas; that Mrs. Lottle Marris is dead, that she died on or about the 4th day of Pebruary, 1951, av Bresoria, in Bresoria County, Texas; that at the time of her death, and for many years prior thereto, the said Mrs. Lottle Marris had been a bons fide resident of Bresoria County, Texas, and that her principal estate at the time of her death was end is situated in Bresoria County, Texas.

TI.

That at the time of the death of the said Mrs. Lottie
Marris, who was seized and possessed of real and personal property
of the probable value in excess of \$20,000.00.

ш.

That the maid and lettle Mirror left a last will had, to turned this subjection, the Still day of Develope, 1947 and witnessed by Carl Bullberg and Complete a. Mostrix be substrated witnesses thereto make this said last will had the turness in riled between the till application of probate the same, and that in eath last will real terminal to the same and that in the case will real terminal to the same and that in the case will real terminal to the same and that in the case will real terminal to the same and the same and the same and the same and the same and the same and the same and the same and the same and the same and the same and the same and the same and the same and the same and the same and the same and the same and the same and the same and the same and the same and the same and the same and the same and the same and the same and the same and the same and the same and the same and the same and the same and the same and the same and the same and the same and the same and the same and the same and the same and the same and the same and the same and the same and the same and the same and the same and the same and the same and the same and the same and the same and the same and the same and the same and the same and the same and the same and the same and the same and the same and the same and the same and the same and the same and the same and the same and the same and the same and the same and the same and the same and the same and the same and the same and the same and the same and the same and the same and the same and the same and the same and the same and the same and the same and the same and the same and the same and the same and the same and the same and the same and the same and the same and the same and the same and the same and the same and the same and the same and the same and the same and the same and the same and the same and the same and the same and the same and the same and the same and the same and the same and the same and the same and the same and the same and the same and the same and

That the said last will and testement of the said are. Lottle Earris names and appeints your petitioner independent executor of said estate and expressly exempts your petitioner from giving bond or other security for the feithful performance of the duties of such executor; that the said last will and testament further provides and directs that no action be had in any court in the administration of this estate, other than to prove and record said last will and testament and to file an inventory and appreciaement of this estate, and a list of claims due or owing decedent at the time of her death.

VHEREFORE, your Petitioner prays the court that citation be issued to all parties interested in said estate, as is required by law, and that said last will and testament of the said Rrs. Lottle Harris be admitted to probate and that letters testamentary be issued to your petitioner, and petitioner further prays for such other and further orders as may be necessary and proper in the premises.

Michely England of Kee

# COUNTY OF BRIZORIA

I, Mrs. Lottle Herris, being in good health and of sound and disposing mind and memory, do make, declare and publish this, My Lest Will and Testiment, hareby supressly revoking any and all Wills by me at any time heretofore made.

FIRST: I desire and direct that my body be buried in a Christian-like manner, suitable to my circumstances and condition in life.

SECOND: I desire and direct that all of my just debts and funeral expenses shall be paid out of my estate as soon after my decease as shall be found convenient.

THIRD: I give, devise and bequest unto my sister,

Florence Carson, the sum of Tem Thousand Dollars; should my said

sister, Florence Carson predecesse me, then I give, devise and

bequeath unto her husband, Floyd Ervin Carson, the said sum of

\$10,000.00; should both the said Florence Carson and her husband,

Floyd Ervin Carson, predecesse me, then this special bequest of

\$10,000.00 shall lapse and become a part of the residue of my

estate, which is disposed of in the next succeeding paragraph

hereof.

This special beginst of \$10,000.00 shall be paid to the devisees as show provided by the independent Executor of my estate in cash, as soon as the same shall be found convenient so a to do.

POURTING It is my will and I give, device and bequeath unto my beloved som. Occasion from Rarris, in fee simple, all of the rest, residue and remaindent of my destate, real newtons for mixed, of which I shall discuss the Donascenet, of the Which I may be interested in the fact that the continue of whether the table at continue and shall make the continue and shall make the continue of the continue of the continue of the continue of the continue of the continue of the continue of the continue of the continue of the continue of the continue of the continue of the continue of the continue of the continue of the continue of the continue of the continue of the continue of the continue of the continue of the continue of the continue of the continue of the continue of the continue of the continue of the continue of the continue of the continue of the continue of the continue of the continue of the continue of the continue of the continue of the continue of the continue of the continue of the continue of the continue of the continue of the continue of the continue of the continue of the continue of the continue of the continue of the continue of the continue of the continue of the continue of the continue of the continue of the continue of the continue of the continue of the continue of the continue of the continue of the continue of the continue of the continue of the continue of the continue of the continue of the continue of the continue of the continue of the continue of the continue of the continue of the continue of the continue of the continue of the continue of the continue of the continue of the continue of the continue of the continue of the continue of the continue of the continue of the continue of the continue of the continue of the continue of the continue of the continue of the continue of the continue of the continue of the continue of the continue of the continue of the continue of the continue of the continue of the continue of the continue of the continue of the continue of the continue of the contin

tale hearth and the

11. and Testment

and I direct that no bond or other security be required of him as such Independent Executor,

FIFTH: It is my will and I further direct that no action be had in any nourt in the soministration of my estate other than to prove and record this, By Last Will and Testament, and tofile an inventory and appreciament of my estate, and a list of claims of my estate. 34

SITTH: In Witness Whereof, I have hereunto authorized my name in the presence of theate Mandont and Can Ma florette, such of whom I have requested to become attesting witnesses hereto, on this the 20 May of see 1947.

THE ABOVE INSTRUMENT IS berwhow declared and published as her last Will and Testament, and subscribed and signed by Mrs. Lottle Harris, the testatrix, in our presence, and we, at her request, and in her presence, and in the presence of each other, sign and subscribed our names hereto as attesting witnesses.

Charles a Hinding

## NOTICE IN PROBATE

4339

# THE STATE OF TEXAS

To any Shortif or may Compaids within this Might of Texas—GREETING:

YOU ARE HERREY CONMANDED to make to be people for ten days, exclusive of the day of posting, before the return day horsel, at the Courthouse deer of Brazon in County a copy of the following million:

THE STATE OF THESAS ...

filed an application in the County Owert of Rescerie County on the 26th day of Pebruary 19 51, for Probate of Will which said application will be heard by end Court on the 12th day of March 1951, at a courthouse of said County, in displetion, Texas at which time all parsons induced

in said. Retains are required to oppose and content said application, should they durie to do so.

HERRIC PAIS NOT, but have you before said Court, on the first Menday after survice in perfembel, this West with your return therein showing how you have executed the same.

With the land and afficial seal at Angleton, Texas at 26th av

E. R. Stevens, Jr., Click

Comity Coast, Brazonia, County, Tunn

Notice in Probate

\$ 13°

10. 1354

IN THE MATTER OF THE ESTATE OF MRS. LOTTIE HARRIS, DEC'D IN THE COUNTY COURT OF BRAZORIA GOUNTY, TRIAS. IN PROBATE

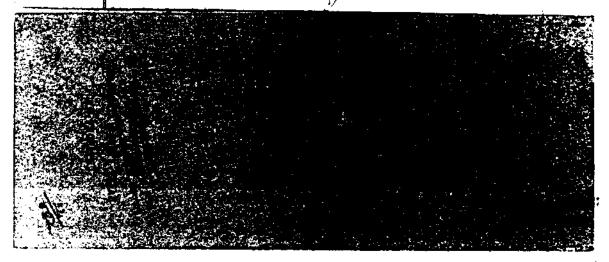
ON THIS, the 19th day of March, 1951, personally appeared in open court, Cherles A. Hendrix , whe, being first duly sworn, on his oath deposes and says:

That on the 30th day of December, 1947, he was present and sav Mrs. Lottie Harris sign the instrument filed in this court on the  $\frac{26}{2}$  day of February, 1951, and now shown to him bearing dated the 30th day of December, 1947, and purporting to be the Last Will and Testament of Mrs. Lottie Harris, decessed; that he beard the said Mrs. Lottle Harris publish and declare said instrument to be her last Will and Testament; that at the time or the signing and publishing the same the said Mrs. Lettie Harris was over the age of 21 years and of sound mind; that this efficat and Carl Rollieth, whose signatures appear on the seld instrument of the 30th day of December, 1947, each of whom were credible withesses and each of whom were above the age of 16 years, signed and subscribed their names as withesses to the said instrument in the presence of and at the request of the said. Hrs. Lottie Harris and each in the presence of each other; that the said Last Will and Testament was duly declared, published and signed by the said Mrs. Lottie Marris as ber Last Will and Testament in the presence of said Charles A. Hendrix and Carl McElreth and that said vitnesses signed said last Will and Testament as witnesses therete in the presence of the said Brs. Lottie Harris and in the presents of said other.

That afterwards, to wife on the did of Polymary, 1951, the seld Mrs. Lottis Harris died at Sydneria, in Systemic County, Texas, where the bed resided for many years, without having revoked and Last Will and Texas at 15 there to Afficult.

Subscribed and sworn to before me, in open court, on this 19th day of March, 1951.

 $\mathbf{H}^{\mathbf{L}}$  R. STEVERS, JR., County Clerk Brazorie County, Texas.



Printeria Company Abstract Company monnecares RPTABLISHED 1979 10. 4359

OF MRS. LOTTIE HARMIS,
DECRASED

IN THE COUNT COUNT OF BRAZORIA COUNTY, TEXAS. IN PROBATE

BE IT REMEMBERED, that on this 19th day of March, 1951, at a regular term of the County Court of Brescria County, Texas, sitting in metters of probate, there came on to be heard the application of George Erwin Earris for the probate and establishing or an instrument in writing, dated the 30th day of December, 1947, which instrument is alleged to be the Last Will and Testament of Mrs. Lottie Empris, decreased, and for the confirmation of this court of his appointment as the Independent Executor of said estate: THEREUPON, the court examined the citation on the deid application, together with the officer's return thereon, and finds the same in full compliance with law and no contest was made or filed berein to saff application; TRANSUPON, there was produced in open court and offered and admitted in evidence an instrument in writing dated the 30th day of December, 1947, signed by Mrs. Lottie Marris and witnessed by Carl McElrath and Charles A. Handrin, which instrument was offered as the last Will and Testament of the said Mrs. Lottis Harris, deceased, and THEREUPON come Charles A. Mendriz, one of the subscribing witnesses to said instrument, who testified in open court and such testimony and efficavit was thereupon offered, introduced and admitted as evidence bereamy WHENEUPON, the Court baving board the application and evidence introduced to emstain it and being fully savised in the premises, is of the epinion, and hereney in the arridavit says, that the said indirement devil the 30th day of December, 1947, signed by the Little Barris, Eschade, and duly witnessed by Carl McRirate and Sharles A. Benfrix, comtitutes the Last Will and Pertur water the said how lottic Repris deceased, and is entitled to in Though d senitive to probate. the said fre . Lottle so and for the last Villes

Independent Executor of said estate should be in all respects confirmed, and Letters Testamentary granted to the said applicant and that no bond should be required of the said George Erwin Harris, Independent Executor, to issure the faithful performance of his duties, and that no further action be had in the County Court, or any other court, exercising probate jurisdiction in the administration of said estate, other than the filling and probating and recording of said Last Hill and Testament and the return of the statutory inventory, appraisament and list of claims due or owing to said estate at the time of the death of the said Ers. Lottic Harris, deceased.

It is, therefore, CEDERED, ADJUDGED AND DECREED that maid notice and citation upon said application has been issued, served and returned in the manner and form and for the length of time required by law; that Ers. Lottie H rris is deed and that she died on the with day of February, 1951, in Bresoria County, Texas, where she was residing; . the instrument of writing dated the 30th day of December, 1997, was duly signed by Mrs. Lettie Harris, the testatrix, and at the time of execution thereof she was of sound mind and above the age of twenty-one years, and . that at and before the time of execution of said instrument, the said Mrs. Lottie Exeris published and declared the same to be ber last Will and Testament and migned the same in the presence of Curl McElreth and Charles A. Mandriz, each of whom signed the same in the presence of the Said Ers. Lottle Harris and in the presence of each other as the attesting witnesses thereto, a that each of said withouses thereto were above the age of fourteen years and was said like dreaming persons that said instrument of writing, files, herein with its application for probate, is fully established as the last Will did for tenent of Bre. Lettle Edition Separate State State Super best subcrafed

Testatrix; that a necessity exists for an administration upon said estate; and that applicant is not disqualified to act as Independent Executor of said estate, but is entitled thereto.

It is further ORDERED AND DECREED by the court that said instrument dated the 30th day of December, 1947, signed by Mrs. Lottle Harris and vitnessed by Carl McElrath and Charles A. Hendrix, and filed berein, be, and the same is hereby established as the Last Will and Testament of said Mrs. Lottle Herris, decessed, and the same is hereby admitted to probate and record as the Last Will and Testament of said Mrs. Lottle Herris, decessed, and that said will and testimony given in open court shall be recorded in the Minutes of this court.

It is further ORDERED AND DECREED that George Erwin Harris be, and he is hereby confirmed and appointed as Independent Executor under the will of said estate and that he shall not be required to give bond or other security to insure the faithful performance of his duties as such Independent Executor and then he shall have taken the cath prescribed by law, then the Clerk of this Court shall issue to him Letters Testamentary upon said estate, which are hereby granted to him.

Upon the return and approval of the inventory and apprecisepent and list of eliter; he further action shall be led upon this estate and so further applicating or constant emperies over the independent Executor thereof by this court, and this proceeding and estate shall be elibertund has contactured paid by such Independent Executor appropriates witninging to the sotate, and said estate shall be drought from the decist of this Court. 10. 4339.

ESTATE OF MRS. LOTTIE
HARRIS, DECEASED

IN THE COUNTY COURT OF BRAZORIA COUNTY, TEXAS. IN PRODATE

THE STATE OF TEXAS | COUNTY OF BRAZORIA

I, George Ervin Harris, do solumnly awder that I will well and truly perform all of the duties of Independent Executor of the Estate of Mrs. Lottle Barris, deceased.

Ocorde Ervin Herris

Subscribed and sworn to before me, by George Ervin Herris, on this of the day of Heren, 1951.

NOTARY PUBLIC IN And for Brazoria County, Texas.

THE LANG. STATE OF STATE OF STATE OF STATE OF STATE OF STATE OF STATE OF STATE OF STATE OF STATE OF STATE OF STATE OF STATE OF STATE OF STATE OF STATE OF STATE OF STATE OF STATE OF STATE OF STATE OF STATE OF STATE OF STATE OF STATE OF STATE OF STATE OF STATE OF STATE OF STATE OF STATE OF STATE OF STATE OF STATE OF STATE OF STATE OF STATE OF STATE OF STATE OF STATE OF STATE OF STATE OF STATE OF STATE OF STATE OF STATE OF STATE OF STATE OF STATE OF STATE OF STATE OF STATE OF STATE OF STATE OF STATE OF STATE OF STATE OF STATE OF STATE OF STATE OF STATE OF STATE OF STATE OF STATE OF STATE OF STATE OF STATE OF STATE OF STATE OF STATE OF STATE OF STATE OF STATE OF STATE OF STATE OF STATE OF STATE OF STATE OF STATE OF STATE OF STATE OF STATE OF STATE OF STATE OF STATE OF STATE OF STATE OF STATE OF STATE OF STATE OF STATE OF STATE OF STATE OF STATE OF STATE OF STATE OF STATE OF STATE OF STATE OF STATE OF STATE OF STATE OF STATE OF STATE OF STATE OF STATE OF STATE OF STATE OF STATE OF STATE OF STATE OF STATE OF STATE OF STATE OF STATE OF STATE OF STATE OF STATE OF STATE OF STATE OF STATE OF STATE OF STATE OF STATE OF STATE OF STATE OF STATE OF STATE OF STATE OF STATE OF STATE OF STATE OF STATE OF STATE OF STATE OF STATE OF STATE OF STATE OF STATE OF STATE OF STATE OF STATE OF STATE OF STATE OF STATE OF STATE OF STATE OF STATE OF STATE OF STATE OF STATE OF STATE OF STATE OF STATE OF STATE OF STATE OF STATE OF STATE OF STATE OF STATE OF STATE OF STATE OF STATE OF STATE OF STATE OF STATE OF STATE OF STATE OF STATE OF STATE OF STATE OF STATE OF STATE OF STATE OF STATE OF STATE OF STATE OF STATE OF STATE OF STATE OF STATE OF STATE OF STATE OF STATE OF STATE OF STATE OF STATE OF STATE OF STATE OF STATE OF STATE OF STATE OF STATE OF STATE OF STATE OF STATE OF STATE OF STATE OF STATE OF STATE OF STATE OF STATE OF STATE OF STATE OF STATE OF STATE OF STATE OF STATE OF STATE OF STATE OF STATE OF STATE OF STATE OF STATE OF STATE OF STATE OF STATE OF STATE OF STATE OF STATE OF STATE OF STATE OF STATE OF STATE OF STATE OF STATE OF ST

Others Techniculus. Brason's County Tomes Country of _____ 1. 2. Stores . Jr., " Clockefthe County Court of Econty, Taxes, deherolyantifythat on the 1900 day of Merch ALL 51 George Erein Merrie was duly granted by said Court Latters Tests mentary of the Estate of and that said appointment is still in full force ment affect.

#4339 In the matter of the native of Lottle H Pric Decessed



#### U. S. TREASURY DEPARTMENT

INTERNAL REVENUE SERVICE DISTRICT DIRECTOR AUSTIN, TEXAS

12031

1212-334

Ratate of: Lettie Merrie

Date of death: February 4, 1951 Residence: Braseria County, Texas # 4339.

THE STATE OF TEXAS [ ...

COUNTY OF TRAVES

This is to certify that, according to the records of this office, there ere no outstanding Pederal estate taxes due on the properties included in the estate tex return, Form 706, filed for the above-maned estate, or on additional properties, if any, which may have been included as a result of the azamination and audit of the return.

> Chief, Collection Division Internel Revenue Service Apstin District

THE STATE OF TEXAS I

H. R. STEVENS, JR., Clerk Brasoris Co.,

COUNTY OF TRAVES |

I ... By M. Dolum Dopus

On this day personally appeared before me, a Notary Public in and for the State and County sforesaid, Judd Miller, Chief, Collection Division, Internal Revenue Service for the Austin District, to me well known as the person who executed the foregoing instrument, and acknowledged that he executed the same for the purposes and consideration thereis exaressed.

In witness whereof I have bersunto set my hand and official seal this the . 30th day of September, 1959.

Ema & Chin

Hotary Public, Travia County, Taxas

FL-33A (2-59)

In the matter of the Setate of lottle Harris Decembed

Recorded in Probate Kinutes Vol. 64 pg. 543-584-

NO. 4339

IN THE MAITE ! OF THE

IN THE COURTY SOURT OF

ESTATE OF LOTTIE MARRIS.

28:18

BYGAZORIA GOINTY, TEMAS

DECEASED

18 PROLAT

#### RELEASE AND TO DE UP.

WHAT ALL MEN BY THESE MENTIONS THE WAY TO BE SHELD METERS of Starotia County, Texas, by her last will and restament in writing, bearing date of December 30, 1947, did, energ other legacles therein contained, give and bequeath unto me, the sum of lense, of len Thousand poliage (\$10,000.00) and of her said will and testament, did make and constitute George Ervin Marris, independent executor thereof without bond. MCW, THEREFORE, I hereby acknowledge the receipt from the said executor, as aforesaid, of the said sup or lagacy of fee Thousand hellars (\$10,000,00) so given and bequestined to me as afteresaid, and do acquit, release and discharge the estate of lattic farris, of and from all legacies, dues, and depands whatsvever, under or by strine of the last will and testament or against or out of the estate of the pate Lottle Harris, deceased.

EXECUTED this 1504 day of _______ 1030.

mm Florence Cereaux

THE STATE OF EXAS COUNTY OF BRATORIA

Before me, the undersigned authority, on this day personally appeared Mrs. Florence Carson, a widow, known to me to be the person whose pame is subscribed to the foregoing fostgrowing, and appeared to me that she executed the same for the purposes and consider or therein expressed.

Officer under my hand and seal of office, this are the me

Moskis Braing Field

Term by for fine for the beginning

Bengoral County Abstract Company INCORPORATED

Hage No. ____

ESTABLISHED 1873

#1339 In the matter of the Estate of lott e Harris Deceased Recorded in Probate Nametes Vol. 64 pg. 543-544-

120. 4339

IN THE MATTER OF THE

THE THE COURT / COURT OF

ESTATE OF LOTTIF MARMIS,

2838

BUADUTIA OD TUTY, TETAS

DECEASED

THE PERSONAL

#### RESTART AND SECTION

of Brazoria (ounty, Texas, by her last will and testament in writing, bearing date of December 30, 1947, did, among other logacies thereis contained, give and bequeath onto me, the sue or legacy of ten Thousand Dollars (\$10,000,00) and of her said will now testament, do make and constitute George Ervin Marris, independent execute thereof without bond. NOW, IMPREFORE, I hereby acknowledge the receipt tree the said executor, as aforesaid, of the said sum or lagacy of ten Shousand bits issue (\$10,000,00) so given and bequeated to me as atoresaid, and do acquit, Telesse and discourse the estate of fottle Marris, of any free last will and testament or against or out of the expanse of the patricular and testament or against or out of the expanse of the patricularity, deceased.

mm Hornes Careau

THE STATE OF TYAS COUNTY OF ESA ONIA

Fuffer me, the undersigned authority, on this day consensity appeared his. Florence Carson, a widow, known to be to be the person whose name is subscribed to the foregoin, intercorner, and at mortal at the me that she executed the same for the purposes and constitute of therein expressed.

September 1959.

Totary Suille in applier cazotta

Merris Bearing Freis

PRINT TO SERVICE STATE OF THE SERVICE STATE OF THE SERVICE STATE OF THE SERVICE STATE OF THE SERVICE STATE OF THE SERVICE STATE OF THE SERVICE STATE OF THE SERVICE STATE OF THE SERVICE STATE OF THE SERVICE STATE OF THE SERVICE STATE OF THE SERVICE STATE OF THE SERVICE STATE OF THE SERVICE STATE OF THE SERVICE STATE OF THE SERVICE STATE OF THE SERVICE STATE OF THE SERVICE STATE OF THE SERVICE STATE OF THE SERVICE STATE OF THE SERVICE STATE OF THE SERVICE STATE OF THE SERVICE STATE OF THE SERVICE STATE OF THE SERVICE STATE OF THE SERVICE STATE OF THE SERVICE STATE OF THE SERVICE STATE OF THE SERVICE STATE OF THE SERVICE STATE OF THE SERVICE STATE OF THE SERVICE STATE OF THE SERVICE STATE OF THE SERVICE STATE OF THE SERVICE STATE OF THE SERVICE STATE OF THE SERVICE STATE OF THE SERVICE STATE OF THE SERVICE STATE OF THE SERVICE STATE OF THE SERVICE STATE OF THE SERVICE STATE OF THE SERVICE STATE OF THE SERVICE STATE OF THE SERVICE STATE OF THE SERVICE STATE OF THE SERVICE STATE OF THE SERVICE STATE OF THE SERVICE STATE OF THE SERVICE STATE OF THE SERVICE STATE OF THE SERVICE STATE OF THE SERVICE STATE OF THE SERVICE STATE OF THE SERVICE STATE OF THE SERVICE STATE OF THE SERVICE STATE OF THE SERVICE STATE OF THE SERVICE STATE OF THE SERVICE STATE OF THE SERVICE STATE OF THE SERVICE STATE OF THE SERVICE STATE OF THE SERVICE STATE OF THE SERVICE STATE OF THE SERVICE STATE OF THE SERVICE STATE OF THE SERVICE STATE OF THE SERVICE STATE OF THE SERVICE STATE OF THE SERVICE STATE OF THE SERVICE STATE OF THE SERVICE STATE OF THE SERVICE STATE OF THE SERVICE STATE OF THE SERVICE STATE OF THE SERVICE STATE OF THE SERVICE STATE OF THE SERVICE STATE OF THE SERVICE STATE OF THE SERVICE STATE OF THE SERVICE STATE OF THE SERVICE STATE OF THE SERVICE STATE OF THE SERVICE STATE OF THE SERVICE STATE OF THE SERVICE STATE OF THE SERVICE STATE OF THE SERVICE STATE OF THE SERVICE STATE OF THE SERVICE STATE OF THE SERVICE STATE OF THE SERVICE STATE OF THE SERVICE STATE OF THE SERVICE STATE OF THE SERVICE STATE OF THE SERVICE STATE OF THE

Brazoria County Abstract Company

ONGERPORATION 1573

Hage No.



#### U. S. TREASURY DEPARTMENT INTERNAL REVENUE SERVICE DISTRICT DIRECTOR AUSTIN, TEXAS

12031

1212-334

Batate of: Lottle Marris Date of death: February 4, 1951 Mesidence: Bratoria County, Taxes # 4339.

THE STATE OF THEAS I

COUNTY OF TRAVIS

This is to cortify that, according to the records of this office, there are no outstanding Federal estate taxes due on the properties included in the estate tax return, form 705, filed for the above-named estate, or on additional properties, if eny, which may have been included as a result of the examination and audit of the return.

Judd Miller
Chief, Collection Division
Internal Revenue Service
Austin District

THE STATE OF TEXAS

H. R. STEVENS, JR., Clerk Demorts Co.

COUNTY OF TRAVES |

Toxas By M. Dolum liquer

On this day personsily appeared before me, a Notary Public in and for the State and County aforesaid, Judd Miller, Chief, Coilection Divirion, Internal Revenue Service for the Austin District, to me well known as the person who executed the foregoing instrument, and acknowledged that he executed the same for the purposes and consideration therein expressed.

In witness thereof I have bereunto set my hand and official seal this the 30th day of September, 1959.

Enna 2. Chair

Hotary Public, Travis County, Taxas

FL-33A (2-59)

Brazorus County Abstract Company incorpogated ESTABLISHED 1873

Plage No.

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In the matter of the Estate of George E. Harris Recorded in Probate Minutes

Vol. 55, ps. 1-25-

Deceased

ţ

. NO. 5159

ESTATE OF

Ŧ IN THE COUNTY COURT OF

GEORGE E. HARRIS,

BRAZORIA COUNTY, TEXAS. ĭ

DECEASED.

IN PROBATE I

INVENTORY AND APPRAISMENT of the Estate of George I. Harris, deceased, produced before the undersigned appraisers, on this 25 day of ____ June _____, 1957, by Floyd Enlow, Independent Executor of the Estate of George E. Harris, deceased:

### REAL PROPERTY

- 1. 5.68 acres of land, being part of lot #9, Division #4, S.F.Austin Sur., Abstract 19, Brazoria County, Texas, appraised at-----\$ 227.20
- 2. 1 ec. being Lot 4B, J. P. Cole Survey, Abs. 55, Brazoria County, Texas, appraised at-----\$ 40.00
- 3. 143.63 acs being Lots 1, 6, 7 & 8, Blk. 2, James Cusmings Survey, Abs. 56, Brazoria County, Texas, appraised at-----\$ 9,336.00
- 4. 5 acs being part of Lot 19A, Wm. Cumings Survey, Abs. 59, Brazoria County, Tomas, appraised at-----\$ 350.00
- .75 ec. being Lot 1, Elk. 17, George Tennille League, Abs. 131, Brazoria County, Texas, appraised at------30.00
- h ac. being h of Lot 3H, T. W. Grayson Survey, Abs. 196, Brazoria County, 6. Texas, armraised at------25.00
- 7. ac. being part of Lot 7, Blk. 8, H. C. Weaver Survey, Abs. 381, Brazoria County, Texas, appraised at-----\$ 25.00
- 8. Lots 9 and 1 of 10, Blk. 106, Brazoria Townsite Add., town of Brazoria, Texas, appraised at------\$ 1,000.00

Brazoria County Abstract Company INCORPORATED ESTABLISHED 1873

plage No. D-196

9.	Lots 1, 2, 8, 9 and 10, Block 174, Brazoria Townsita Addition, town of Brazoria, Texas, appraised at\$	6,000.00
10.	Lot 150D, Blk. 150, Brazoria Land & Townsite Gempany Addition, town of Brazoria, Texas, appraised at\$_	2,000.05
11.	Undivided % of 18.875 acs. in the S. McNeill League, (Prell tract), Brazoria County, Texas, appraised at\$	500.00
12.	3.75 ecs. in S. HeNeill League, Abstract 94, being Tract 3D, Brazocia County, Texas, appraised at\$	6u .u0
13.	Undivided % interest in 10 acs., being Tract 3, 8. McNeill League, Abs. 94, Brezoria County, Texas, apraised at\$	200.00
14.	Undivided % interest in Lts. 3 and 4, BPk. 115, Brazoria Land & Townsite Company Addition, town of Brazoria, Texas, appraised at	200.00
15.	10 acs. in S. McNeill Survey, Abstract 94, Brazoria County, Taxas, being Lot 21, appraised at	3,000,0-
16.	1/64th mineral interest in 9-1/3 acs., John Gossett League, Anderson County, Texas, appraised at\$	10.00
17.	1/64th mineral interest, constituting 3.26 ecs. interest, John Whitley tract, John Gossett League, Anderson County, Texas, appraised at\$	<b>5.</b> 00
13.	86 acs, of minerals in tract of 1812 acs. in the Am. Cummings League, Abs. 59, Brasoris County, Texas, (M. Humtington), appraised at\$	<b>1</b> 00.00
19.	Undivided 1/5 mineral interest in 21½ ecs. John McNeil League, Abs. 92, Brazoria County, Texas, appraised at\$	20.00
20.	Undivided 1/8 interest in 50 acs. of minerals, John. McCloskey League, Brazoria County, Texas, appraised at\$	15.00
21.	Undivided 1/2 interest in 46 acs. of minerals, J. Misma League, Brazoria County, Texas, appraised at\$	100.00

- - 25. U.156250 royalty interest, same being an undivided 1/8 interest in 39 acs., being Lts. 1, 2, 5, 6, 9, 13 and 17, Salina S/d., S. F. Austin Survey, Abs. 20, Brazoria County, Texas, appraised at----\$ 485.00
  - 26. .0087263 royalty interest in 10.11 acs., being Lot 8, J. W. Magill S/d, John Cummings League, Abs. 57, Brazoria County, Texas, appraised ac------\$4,000.00

# TOTAL VALUE OF REAL PROPERTY-----\$ 30,990.70

#### REAL PROPERTY OWNED JOINTLY BY GEORGE E. HARRIS AND J. S. MONTGOMERY

- 2. All minerals in and under 80 acs., being part of Lt. 1, S. M. Williams Survey, Abs 138, Brazoria County, Texas, appraised at----\$ 80.00
- Undivided & mineral interest in 37.50 acs.,
   being Lt. 9, R. R. Williams Sur., Abs.
   583, Brasoria County, Texas, appraised at----\$ 20.00
- 4. Undivided & interest (und. & interest being owned by George E. Harris Estate), in minerals and royalties in 405 acs., being Lts. 28, 31, 47, 48, 72, 73, 80, 152, 239, 240, 276, 333, 358, 361, 400, 362, 462, 472, 537, 600, 604, Div. 14, A. Calvit Sur., Abs. 49; Lts. 108, 110, 113, 59, Div. 14, P. Bertrand Sur., Abs. 42; Lts 105, 114, 117, 131, 138, 141, 146, 153, 170, 180, 190, 222, 244, 253, 276,

Bruxoria County Abstract Company ancorporated ESTABLISHED 1873

Page No. _____

279, 191, Div. 13, A. Calvit Survey, Abs. 49; Lts 4A & 75, Div. 12, A. Calvit Survey, Abs. 49; Lts 49 & 88, Div. 10, F. J. Calvit Survey, Abs. 51; Lts 44, 47, 57, 71, 74, 173, Div. 9, P. J. Calvit Survey, Abs-51; Lts. 9, 14, 57 & 77, Div. 8, F. J. Calvit Survey, Abs. 52; Lts. 73, 112, 116, 155, 175, Div. 7 F. J. Calvit Survey, Abs. 51; Lts. 50, 84 & 85, Div. 6, J. A. Wharton Survey, Abs. 383; Lts. 32 & 41, Div. 5, F. J. Calvit Survey, Abs. 51; Lt. 5, Div. 4, F. J. Calvit Survey, Abs. 51; Lt. 12, Div. 2, F. J. Calvit Survey, Abs. 51; Lt. 109 & 147, Div. 1, R. T. Archer Survey, Abs. 9; Lts. 82, 134, 137, 139, 144, 147, 218, 251, 309, 337 & 270, Div. 15, S. F. Austin Survey, Abs. 19, and being all of the minerals, subject to a 1/16th royalty interest, reserved in the deed from J. S. Montgomory and J. F. Harris to Nannie Stringfellow, dated Feb. 24, 1942, recorded Vol. 359, pg. 29, Deed Records, Brazoria County, Texas, appraised

500,00

All minerals in tract of 20 acs., being 5. Lts 1 & 10, T. M. Boggs 5/d of Tr. 24, Thomas Spraggins Survey, Abs. 366, Brazoria County, Texas, appraised at-----\$ 50.00

5. Undivided & interest, being undivided & interest camed by George E. Harris Estate, in all oil, gas and other minerals in 90 acres, being Lot 18, E. Andrews Survey, Abs. 5, Brazoria County, Texas, reserved in deed from J. F. Harris and J. S. Montgomery to Houston Farms Development Co., dated June 18, 1947, recorded Vol. 416, pg. 577, Deed Records of Brazoria County, Texas, appraised at-----\$

10.00

Undivided & interest, being undivided & 6. interest owned by George E. Marris Estate, in all oil, are and other minerals in 30 acres, being Lot 30, E. Andrews Survey, Abs. 5, Stazoria County, Texas, reserved in deed from J. F. Harris and J. S. Montgomery to Houston Farms Development Co., dated June 18, 1947, recorded Vol. 416, pg. 577, Deed Records of Brazoria County, Texas, appraised at------

10.00

7. All minerals in 10.1 acs., being Lts 18 & 23, Blk. 16, Stern & Stern Wild Peach 8/d, S. F. Austin Survey, Abs. 20, Brazoria County, Texas, appraised at-----\$

Bruzoria County Abstruct Company INCORPORATED ESTABLISHED 1873

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8.	All minerals in 17% acs., Wm. Cummings Sur., Abs. 59, being minerals reserved in deed from J. F. Harris and J. 5. Montgomery to T. L. Smith, Jr., dated Aug. 17, 1945, recorded Vol. 399, pg. 94, Deed Records of Brazoria County, Texas, appraised at	<b>50.</b> 00
9.	Undivided 1 interest in all minorals in 10 acs., being Lts. 43 and 45, Blk. 22, Stern 6 Stern Wild Peach S/d, S. F. Austin Survey, Abs. 20, Brazoria County, Texas, (Peter Crain tract), appraised at\$	20.00
10.	All minera's in 5 acs., being Tract 62, Div. 14, Brazos Coast Investment Company S/d, Brazoria County, Texas, appraised at	10.00
11.	Undivided & interest in all minerals in Lc. 4, Blk. 114, Brazoria Land & lovesite Company Addition, town of Brazoria, Texas, appraised at	10.00
12.	Undivided & minerals in 20 acs., John Brown League, Brazoria County, Texas, (Mrs. Sobol tract), owned George E. Harris & and J. S.Montgomery &, appraised at\$	5.00
13.	Undivided 10 acs, of minerals in S. F. Austin 5 League Grant, purchased from R. S. Stamger, et ux., 8/25/34, known as the Ellen Wright tract, appraised at \$	50.00
14.	Undivided 2½ acs. in S. F. Austin 5 League Grant, Abs. 19, Brazoria County, Texas, known as the Cumzings Tract, appraised at\$	jo.oc
15.	Undivided 1/128th mineral interest in minerals in 111 acs., C.G., H.A. & H.O. Alsbury Survey, Abs. 4, known as the Alston Tract, Brazoria County, Texas, appraised at	10,00
16.	All minerals under 10 acs., being Lts. 17 and 18, Blk. B, Div. 15, S. F. Austin Sur., Abs. 20, Brazoria County, Texas, (surface sold to A L. Guess,, appraised st	10.00
17.	Undivided 12% acs. of minerals, S. F. Austin Sur., Abs. 20, Emily Summerville Fract, Branoria County, Texas, appraised at	10.00
18.	k of minerals under 25 acs. in Thomas Williams Lesgue, Matagorda County, Texas, known as Hel Robinson Tract, appraised armans	10.00

19.	Undivided interest in minerals, other than sour dirt, in 6 acs., being Lt A. Div. 1, A. Darst Lg., Abs. 61, Brazoria County, Taxas, appraised at	5.00
20.	Undivided & royalty under tract of 25 acs., Wm. Cummings Lg., Abs. 59, Brazoria County, Texas, (J.C. Mack tract), appraised at	10,00
21.	50 acs. in S.M. Uilliams Sur., Abs. 139, known as the Phillips Tract, Brazoria County, Texas, appraised at-	10.00
22.	24.53 acs., being Lts. 14, 17, 20, 25 & 30, Blk. 26, Div. 6, S. f. Austin Sur., Abs. 20, Brazoria County, Texas, appraised 4t	1,220.00
23.	34.89 acs., being Lts. 18 & 23, Div. 16, S. F. Austin Sur., Abs. 20, Brazoria County, Texas, appraised at	<b>572</b> .00
24.	5 mcs., being Lt. 22, Div. 16, S. F. Austin Sur., Abs. 20, Brazoria County, Texas, appraised at	125.00
25.	lu acs., being Lt. 9, S. F. Austin Sur., Abs. 21, Brazoria County, Texas, appraised at	250.00
26.	5.60 acs., being Lt. 450, Blk. 15, S.F Austin Sur., Abs. 23, Brazoria County, Texas, appraised at	140.00
27.	The surface only of 10.1% acs., being Lt. 8, Blk. 14, J. W. Magill S/d, John Cummings Sur., Abs. 57, Brazoria County, Texas, appraised at	<b>]</b> _000.00
28.	15 acs., bring Lt. 14, Blk. 14, John Cummings Sur., Abs. 57, Brazoria County, Texas, appraised at\$	1,506.00
29.	10 acs., being Lt. 64, George Harrison Lg., Abs. 73, Brazoria County, Texas, appraised at\$	100.00
<b>3</b> 0.	24 acs., being part of Lts. 1 - 6, Zeno Phillips Sur., Abs. 118, Brazoria County, Texas, appraised at	60 <b>.</b> JUB
31.	26.82 acs., being part of Lts. 1-5, deno Phillips Sur., Abs. 118, Brazoria County, Texas, appraised at	670.OL
32.	10 acs., being Lt. 34, HT6BER Sur., Abs. 227, Brazoria County, Teras, appraised at\$	400.00

Bruxerin County Abstract Company INCORPORATED ESTABLISHED 1873

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33.	10.60 acs., being Lt. 11 and part of Lt. 10, E. S.Jonas Sur., Abs. 314, Brazoris County, Texas, appraised at	340.40
34.	ύ Los., being Lt. 9B, Blk. L, E. Little Sur., Abs. 32υ, Brazoria County, Texas, appra(sed at\$	90.00
35.	40 acs., being Lt. 14, HT&B Sur., Abs. 475, Brazoria County, Texas, appraises at\$	1,000.00
āl,	East 1 of Blk. 103, Brazoria Townsite Add., Brazoria, Texas, together with improvements thereon, appraised at\$	1,300.00
٤7.	of Lt. 6, Blk. 104, Brazeria Townsite Add., Brazeria, Texas, appraiseu at	250.00
30.	Lts. 1-8, 8lk. 107, Brazoria Townsite Add., Brazoria, Texas, appraised at\$	3,060.00
39.	Lts. 6, 7, 8 & 9, Blk. 110, Bramria Townsite Add., Brazoria, Texas, appraised at\$	400.00
46.	Lt. 8, Blk. 114, Brazoria Townsite Add., Brazoria, Texas, appraised at\$	50200
41.	Blks. 120 to 130, Brazoria Townsite Add., Brazoria, Texas, appraised at\$	1,000,00
<b>42</b> .	Lts. 1, Bik. 160, Brazoria Townsite Add., Brazoria, Texas, appraised at\$	1,600,00
43.	Lt. 2, Blk. 161, Brazoria Townsite Add., Brazoria, Texas, appraised at\$	1,000.00
44.	Lrs. 1, 2, 3, 4, & 5, Blk. 167, Brazoria Townsite Add., together with improvements, Brazoria, Texas, appraised at	l0,000,00
45.	Lt. 4, Blk. 170, Brazoria Townsite Asd., Brazoria, Texas, appraised at\$	1,000.00
46.	Lts. 10, 11 & 12, Blk. 5, Wilson Add., Brazoria, Temas, appraised at	150.00
47.	Lts. 3, 5 & o, Bik. 6, Wilson Add., Braxoria, Texas, appraised at	150,00
48.	Lt. 1., Blk. 11, Wilson Ada., Brazoria, Texas, appraised at\$	5u.u.
/9.	All of Outlot 80, Town of Manvel, Brasoria County, Texas, appraised at\$	نان دون
5u.	Lt. 1, Blk. 17, Pearland, Texas, appraised at	25

51.	35.00 acs., being Lts. 16, 18, 20, 22, 24, 26 & 28, Blk. 7, Div. 4, S. F Austin Sur., Abs. 20, Brazoria County, Texas, Texas, appraised at
۵2.	lu acs., being Lis. 3 & 6, 8lk 9, Div. 4, S. F. Austin Sur., Abs. 20, Brazoria County, Texas, appraised at
53.	52 acs. in S. F. Austin Sur., Abs. 20, Brazoria County, Texas, held in name of George Erwin Harris, appraises at\$ 2,500.00
54,	Lt. 5, Bik. 710, Town of Velesco, Texas, appraised at
۵.,	Part of Lc. 18, Div. 13A, S. F. Austin Sur., Abs. 20, Brazoria County, Texas, b.ing 40.37 acs., appraised st\$ 1.000.00
56.	Lt. 2, Div. 16, S. F. Austin Sur., Abs. 20, being 10 acs., Brasoria County, Texas, appraised at
. 7د	Outlot No. 203, Manvel, Brasoria County, Texas, (this tract being in dispute at this time), appraised at
	TOTAL VALUE OF REAL PROPERTY CHIED JOINTLY BY J. 4. HONTGOMERY AND GEORGE ERWIN HARRIS\$ 40,848,00 1/2 TO ESTATE OF GEORGE ERWIN HARRIS\$ 20,424.00
	REAL PROPERTY OWNED JOINTLY BY GEORGE E. HARRIS, ET AL.  Part of Lt. 1, Blk. 17, George Tennille Sur., Abs. 131, being 1.24 ecs.,  Brescrie County, Texas, appraised at
	1/2 TO ESTATE OF GEORGE ERWIN HARRIS \$ 50.00
	REAL PROPERTY OWNED JOINTLY BY GEORGE F. HARRIS AND FLORENCE CARSON
1.	17.60 acs, being Lts. 40A-20A & East part of 11A, Div. 10, S. F. Austin Sur., Abs. 20, Branchia County, Texas, appraised at
	4 550.05

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2. 99 acs., being Lts. 10, 20A, 22, 37A and West part of 11A, Div. 10, S.F. Austin Sur., Abs. 20, Brazoria County, Texas, appraised at-----\$ 1,250.50

TOTAL VALUE OF REAL PROPERTY OWNED JOINTLY BY GEORGE E. HARRIS AND FLORENCE CARSON-----\$ 1,500.00

1/2 TO ESTATE OF GEORGE ERWIN HARRISS -- \$750.00

REAI PROPERTY OWNED JOINTLY BY GEORGE E. HARRIS AND C. C. HAMPIL

1/2 TO ESTATE OF GEORGE ERWIN HARRIS--\$25.00

REAL PROPERTY OWNED JOINTLY BY GEORGE E. HARRIS, J. S. MONTGOMERY AND W. N. GREER

TOTAL VALUE TO ESTATE OF GEORGE ERVIN
HARRIS, BEING UNDIVIDED 1/3THEREOF---\$ 50.00

REAL PROPERTYOWNED JOINTLY BY GEORGE E. HARRIS AND MRS. SOPHIE B. HOEFLE

Undivided 1/10 Interest in 5 acs., S. M. Williams Sur., Brazoria County, Texas, apprecised at-----\$ 50.00

1/2 TO ESTATE OF GEORGE ERWIN HARRIS--\$25.00

Brazoria County Abstract Company
INCOMPORATED
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# RECAPITULATION

Total of real property owned by George Erwin Harris, individually\$ 30,	990.70
Total of real property owned jointly by George Erwin Harris and J. S. Montgomery	424.00
Total of real property owned jointly by George Erwin Herris, et al	50.00
Total of real property owned jointly by George Erwin Harris and Florence Carson	50.00
Total of real property owned jointly by George Erwin Herris and C. C. Heapil\$	25.00
Total of real property owned jointly by George Erwin Harris, J. S. Montgomery and W. N. Greer\$	50.00
Total of real property owned jointly by George Erwin Herris and Mrs. Sophie B. Hoefle\$	25.00

### PERSONAL PROPERTY

	DEPOSITS  To the account of George E. Harris in First State Bank of Brazoria,
	Texas, as of May 16, 1956\$ 3u3.38
2.	To the account of Harris & Montgomery, in First State Bank of Brazoria, Texas, as of May 16, 1956, \$4,296.20, 1/2 to
	George E. Rarris\$ 2,145.10
3.	To the account of George E. Harris and George G. Badge, in First State Bank of Brazoria, Texas, as of May 16, 1950,
	\$5.00, 1/2 to George E. Harris\$ 2.50
4.	To the account of George E. Harris and Mrs. Florence Carson, in First State Bank of Brazoria, Texas, as of May 16,
	1956, \$580.65, 1/2 to Ceorge E. Harris\$ 290.42

Arazoria County Abstract Company Incorporated ESTABLISHED 1873

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5.	To the account of Ida Hobbs, George E. Harris, Sophic B. Hoefle and J. S. Montgomery, in First State Bank of Brazoris, Brazoria, Texas, as of May 16, 1956, \$81.00, 1/4 to George E. Harris\$ 20.25
6.	To the account of J. F. Harris, Build- ing Account, in First State Bank of Brazoria, Brazoria, Texas, as of May 16, 1956
7.	To the account of J. F. Harris, Estate, in First State Bank of Brazoria, Brazoria County, Texas, as of May 16, 1956
8.	To the Account of J. F. Harris, Special Account, in First State Bank of Brazoria, Brazoria, Texas, as of May 16, 1956
7.	To the account of Mrs. Lottle Harris and Florence Carson, in First State Bank of Brazoria, Brazoria, Texas, as of May 16, 1956, \$2,092.20, 1/2 to George E. Harris
10.	To the account of Smith Bros. in First State Bank, Brazoria, Texas, as of May 16, 1956
11.	To the account of George Erwin Harris in First City National Bank of Houston, as of May 16, 1956
12.	To the account of George Erwin Harris in The First National Bank of Angleton, Angleton, Texas, as of May 16, 1956\$2,981.13
13.	Household and kitchen furniture, appraised at
14.	One 1955 Chevrolet Fordor Sedan, Appraised at
15.	One 1952 Chevrolet Pick-up Truck, 1/2 ton, appraised at
16.	head of cattle (sold to N. P. Danford), appraised at
17.	15 head of cattle (sold to Gulf Coast Commission Company), appraised at 745.95
18.	head of cattle (now in the possession of Frank E. Harris mear Brazoria, Texas,) appraised at
184.	Amicable Life Insurance Company Policies Nos. 204873 and 204874, each for \$2,500.00, and accumulated dividends \$54.56, total\$ 5,054.56

17.		1 marine	Model A Tractor, toge , 1 disc, 1 leveling plow, appraised at			
STOCK;	<b>,</b>					
20.	Firs: Texas	t State , 2 sha	Bank of Brazoria, Brazes, Certf. #21	zoria, \$ <u>8</u>	00.00	
21.	Farme Certi	ers Cott . 452,	on Oil Company, 14 shappraised at	ures, \$ <u>l</u>	400.00	
22.	Kirb) Çerti	Petrol . #C543	eum Company, 100 share 10, appraised at	es, \$	200.00	
23.	Tenne 20 sh appra	essee Ga ares, C ised at	s Transmission Company crtf. PHC/O 220845,	y, \$	640.00	
24.	Certi	. #C282	ulphur Company, 300 si 893, 297617 and C2976	18,	700.00	
25.	Houst 2111.	on, Tex 2112.	ational Bank of House as, 94 shares, Certf. 2113, 3899, 6326, 632	ੂੰ [‡] 4 ,	476.CU	
26.	Stratton Oil & Gas Co., 50 shares, Certf. \$3, appraised at					
27.	Carter Rose Oil Co., Dallas, Texas, 50 shares, Certf. #15, appraised at					
28.	San Bernard Oil Co., Angleton, Texas, 26 shares, Certf. #32, 45, 69, 70 & 71, appraised at					
29.	Hyde 1 sha	Product ire, Cer	ich Co., Houston, Tex tf. #158, appraised a	as, t\$	1.00	
	STAT	S WAR S	AV DIGS BONDS:			
30. NO.		DATE	PAYABLE TO	MATURITY	VALUE AT	
				VALUE	DEATH	
1,22460	13 <i>4</i> 7 m	12/42	Mrs.Lottle Harris	ş 50 <b>.</b> 00	\$ 54.60	
L22460		12/42	Mrs. Lottle Harris	50.00	54.60	
C44776		12/45	Mrs.Lottle Harris	100.00	106.00	
C84642		12/44	Mrs.Lottie Harris	100.00	103.00	
C8239		12/45	Mrs.Lottie Harris	100.00	100.00	
M60074	448E	1/44	Mrs.Lottle L.Harris J.Frank Harris	1,000.00	1,060.00	
D5277	153E	1/44	OFFICE DELLE	500.00	530.00	
D3839	953E	4/43	J.F.Harrie	500,00	538.00	
D3839		4/43	J.F.Harris	500.00	538.00	
C3073		5/43	J.F.Harris	100.00	107.60	
13499	7005 <b>5</b>	5/43	J.F.Harris	50.00	53.80	

Brazoria County Abstract Company incorporateo ESTABLISHED 1873

plage No. __

C38418924E	6/43	J.F.Harris	\$	100,00	\$107.60	
Q174969208E	6/43	J.F.Harris		25,00	26.90	
Q197146643E	·	J.F.Harris		25.00	26.90	
C39512211E	8/43	J.F.Harris		100.00	107.60	
D3027248E	9/43	J.F.Harris		500.00	530.00	
Q339279738E		J.F.Harris		25.00	26,50	
C53674089E	2/44	J.F.Harris		100.00	106.00	
M7696610E	6/44	J.F.Harris	1.	000.00	1,045.00	
	7/44	J.F.Harris		,000.00	1.045.00	
M850856602	12/44	J.F.Harris		500.00	515.00	
D10666417E	6/45	J.F.Harris	1	00.00	1,015.00	
M10524158E	6/45	J.F.Harris	_	500.00	507.50	
D13372952E	12/45	J.F.Harris		500.00	500.00	
D13375626E		J.F.Harris & Lottie L.			-	
D11989546E	12/44	Harris		500.00	515.00	
#F0(300(3F	9/43	Hattis		100.00	105.00	
C50620967E	9/43	10		500,00	530.00	
D6565424E	3/42	1. Frank Harris		50.00	55.40	
1,7764155E				50.00	55.40	
17924900E	4/42	J. Frank Harris J. Frank Harris		50,00	55.40	
17927499E	5/42	J. Frank Harris		25.00	27.70	
Q19668335E	5/42			.5.00	27.70	
Q22360331E	6/42			25.00	27.70	
Q35415990E	7/42	J. Frank Harris J. Frank Harris		25.00	27.70	
Q35415988E	7/42	<b>_</b>		50.00	55.40	
L12438793E	7/42			50.00	54,60	
L12438806E	9/42	J. Frank Harris		100,00	109.20	
C15637711E	10/42	J. Frank Harris		25.00	27.30	
Q54445468E	10/42	J. Frank Harris		500.00	546.00	
D2010615E	10/42	J. Frank Harris		500.00	546.00	
D3027923E	12/41	J. Frank Harris		100.00	109.20	
C26912237E	2/43	J. Frank Harris			109.20	
C26912238E	2/43	J. Franklin Harris		100.00	109.20	
C24831712E	2/43	J. Frank Harris		100.00	103.70	

TOTAL VALUE OF BONDS----\$ 11,898.80

TOTAL VALUE OF PERSONAL PROPERTY----\$

### TOTAL RECAPITULATED VALUES:

Total value of Cank Deposits, other Items of personal property, Stock-----534,985.42

Total value of United States Wer Savings Bonds----\$11,898.80

TOTAL VALUE OF PERSONAL PROPERTY TO ESTATE -- \$46,884.22

#### TOTAL VALUE OF ESTATE

Real Property------\$ 52,314.70

Personal Property----\$ 46.884.22

Total-----\$ 99,198.92

Bruzoria County Abstract Company
INCORPORATED
ESTABLISHED 1873

Plage No. _

We, the undersigned approalsers, solemnly swear that the foregoing is a full and fair appraisement of the Estate of George E. Harris, deceased, produced before us by Floyd Enlow, Independent Executor of said Estate.

Apprelsers

Pusing subscribed and sworn to before me, the undersigned

The property and the state of death, which were paid by George Badge and which was refunded to George Badge, these were all local bills, such as utility, grocery, maid, etc. ----\$259.53

4. Estimated court costs-----\$250.00

5. Estimated attorney fees-----\$1.500.00

I. Floyd Enlow, Independent Executor of the Estate of George E. Harris, deceased, do solemnly awear that the foregoing inventory, appraisement and list of claims is a full and complete inventory and list of property and claims belonging to the Estate of George E. Harris, deceased, that have come to my knowledge.

Flord Poles

Minister County Abstract Company (Acorporate)
ESTABLISHED 1873

3.

Plage No. _____

Subscribed and sworn to before me, the undersigned suthority, by Floyd Enlow, on this 25 day of 2 1957.

Notary Public in and for Brazoria County, Texas.

7-29 27

H. R. STEVENS, IR. Good Bossels Co.
Toma By M. Oelling Days

Brazoria County Abstract Company
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ESTABLISHED 1873

Plage No.___

NO. 5159

ESTATE OF

IN THE COURTY COURT OF

GEORGE E. HARRIS

BRAZORIA COUNTY, TEXAS.

DECEASED.

I IN PROBATE

ON THIS Z day of Jame, 1957, came on to be considered the inventory produced before the appraisers in said estate on the 25th day of June, 1957, and it appearing to the Court that said inventory and appraisement is an proper form and is a correct inventory and appraisement and should be approved by the Court:

It is, therefore, ORDERED, ADJUDGED AND DECREED that said inventory and appraisement be, and same is, hereby in all things approved.

County Judge, Brazoria County, Texas

Brazoria County Abstract Company incorporated established 1873

Hage No. _____

"Article 101A. White hen (10) have ofter an investeep by the writing or French Court in the effect of any december to the visit the Circle of mad Despit in the effect of any december to the visit the Circle of mad Despit a standard strains in the shall resource any portion of and official Whether the water of seah use, and beddinkey to there.  "Within (county (50) days after week twistering and a same or Produce Capet, is the matan of any december; as a Produce Large, in the matan of any december; the name and produce of the assent of the another and produce of the another and produce any portion of any developing or traine, the same produce any portion of any developing of the court of the another and which the official that said eventually the court and any depth official that produce did for from a first produce of the said of the court of the another and the another and any and a passet of the another and the another and the another and the another and the another and the another and the another and the another and the another and the another and the another and the another and the another and the another and the another and the another and the another and the another another and the another and the another and the another another and the another another and the another another another another another another another 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page of shifting the Compression of Public Assesses to de If any unnectar, administrator or security or Product ( meets of this Section, its obells be graftly of a middingstoor, more than Two Academic and Pitty Dollare (\$804).	tions, whali fall or refuse to weaply with and after restriction, about to Book so	the time built propers (figs) was
IN THE MATTER OF THE ESTATE OF		
George E, Harris	, decement, a resident of	Brazoria County,
Texas, who died un. 16th. day of		
Appraisement was approved on the 7th	day of Movember	19 57 . by the Court.
		The fact of the property
r-	LATE PROPERTY	\$52,314.76
Real Estate		h < 001 aa
Claims due and owing to the Estate	• • • • • • • • • • • • • • • • • • • •	•
<u>-</u>		<b>V</b>
	NITY PROPERTY	•
Real Estate		<u>.</u>
Personal Property		
Claims dee and owing to the Estate  Gross Value of Estate		\$99,19°.92
Debts due and owing by the Estate		\$ 3,120.1 ^h
Net Value of Estate for distribution	•	9°,07°,7°
MAN ASIDE OF ENGINE FOR CHRESTON	· · · · · · · · · · · · · · · · · · ·	
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Name of Attorney of Becord	Name of Executor or Adr	
Fnlow, Kee & Thomas	Ployd Enlow	·
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Angleton, Texas	Angleton, Texas	L
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	term a succession of the succession of	

### ORDER FIXING INHERITANCE TAX

PATE REPEIVED

Brazoria

COUNTY, STATE OF TEXAS.

In the Matter of the Estate of

TRANSFER TAX

George E. Harris Deceased.

On this the day of November , 19 57, came on to be considered the matter of determining the cash value of said estate and the amount of inheritance tax to which the same is liable and after having heard testimony and considered the inventory and the report of appraisement, and after having heard all the perties desiring to be heard, and upon the whole record, and being fully ad isset:

FIND AND DETERMINE that said deceased died on the 10 day of May and that said estate has been appraised at its actual market value as provided by law.

It is therefore ordered that the said report of appraisement, together with the recommendations for taxation and exemption by said appraisers, he and the same is hereby approved, and

It is further ordered, upon said report that the cash value of the several successors, estates, annuities, gifts, transfers, appointments, interest, etc., subject to taxation or exemption by reason of the death of said decedent under the laws of this State and the tax to which the same are severally hable, he and the same are hereby assessed and fixed as follows:

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In Physical Pt	1- 4-	1 4 7 3 3 7 7 7 7 7 7 7 7 7 7 7 7 7 7 7 7	(i.j. cm.	·	10 Ja 3 Chin
rank E. Harris, son	95,578,69,	25,000.	70,578.69		i
	13 207		25,000.00	17,	
H. H. STEVENS, JR., Clark			45,578.69	2.2	1,161.57
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Total Tax Assessed 1.	<u>'</u>		<u> </u>		<u>-</u>

Wherefore it is ordered that the administrator (executor) be and he is bereby authorized and directed to pay and deliver forthwith to the Comptroller of Public Accounts the sum of \$ 1,161.57 as and for inheritance tax to which said heirs, legatees or devisees are liable and charge the same to the respective shares as taxal herein.

It is further undered that said appraise	rs' compensation and expense incurred be fixed at .10
and a second control of the second control of the second control of the second control of the second control of the second control of the second control of the second control of the second control of the second control of the second control of the second control of the second control of the second control of the second control of the second control of the second control of the second control of the second control of the second control of the second control of the second control of the second control of the second control of the second control of the second control of the second control of the second control of the second control of the second control of the second control of the second control of the second control of the second control of the second control of the second control of the second control of the second control of the second control of the second control of the second control of the second control of the second control of the second control of the second control of the second control of the second control of the second control of the second control of the second control of the second control of the second control of the second control of the second control of the second control of the second control of the second control of the second control of the second control of the second control of the second control of the second control of the second control of the second control of the second control of the second control of the second control of the second control of the second control of the second control of the second control of the second control of the second control of the second control of the second control of the second control of the second control of the second control of the second control of the second control of the second control of the second control of the second control of the second control of the second control of the second control of the second control of the second control of the second control of the second control of the second control of the second control of the second control o	dollars.
Examined and approved this the 7	County Judge Brazoria County, Texas. day of Novembers 18 57  State Comptroller.

Bruzoria County Abstract Company incorporated established 1873

Plage No. _____

NO. 5159

ESTATE OF IN THE COUNTY COURT OF GEORGE E. HARRIS, I BRAZORIA COUNTY, TEXAS.

_____

DECEASED. I IN PROBATE

#### TO THE SAID HONORABLE COURT:

COMES NOW Floyd Enlow, Independent Executor and Trustee under the will of George E. Hurris, deceased, hereinsiter called Applicant, and would respectfully show unto the Cour. by this his application that he wishes to resign as such independent executor and trustee under the will of said George E. Harris, deceased, and he herenow files with thic application a ruil and complete exhibit and final account, duly verified, showing the true condition of the estate entrusted to his care.

Your Applicant would further show that by his Last Will and Testament and in Paragraph Ninch thereof said George E. Harris, deceased, provided that in the event of the death, inability, refusal, or tailure of your Applicant to act as Trustee or said estate, that George G. Badge of Brazoria, Texas, should act as Substitute Trustee. Said will further provided under Paragraph Eleventh thereof that in the case of the death, inability, refusal, or tailure of your Applicant to act as independent executor of said estate that the said George G. Badge should act as independent executor thereof.

Your Applicant knows of no reason why the said George
G. Badge cannot and should not be appointed by this Court to act
as such Substitute Independent Executor and Substitute Trustee
as in said will provided.

WHEREFORE, Applicant prays that such exhibit and account be examined, settled and approved, that the appointment of the said George G. Badge as Substitute Independent Executor and Substitute Trustee be confirmed, that delivery of the estate to

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incorporated
ESTABLISHED 1873

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荔

said Substitute Independent Executor and Substitute Trustee be ordered, that your Applicant be released from all responsibility in connection with the administration of said estate, and that such other orders be made as to the Court may seem proper.

H. h. STEVENS, JR., Clerk Brasaria Can Tanan By M. Opherry Deputy

Floyd Fnlow, Independent Executor are Trustee of the Estate of George E. Harris, deceased.

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### mo. 5159

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ESTATE OF

I IN THE COUNTY COURT OF

GEORGE E. HARRIS.

I BRAZORIA COUNTY, TREAS.

DECEASED.

I IN PROBATE

#### TO SAID MONORABLE COURT:

COMES NOW Floyd Rulow, Independent Executor and Trustee under the will of George E. Harris, deceased, and files this his final accounting and report of the condition of said estate, both as independent executor and as trustee under the will of the said George E. Harris, deceased:

t.

That the following property belonging to the estate came into the hands of your independent executor, to-wit:

All the real estate and personal property as listed in the inventory of the estate of George E. Harris, dated 25th day of June, 1957, and filed with the County Clerk of Brasoria County, Texas, on the day of July, 1957, and daly approved by the County Judge of Brasoria County, Texas, on the day of July, 1957, and which inventory is here referred to and incorporated by reference herein as though same was fully copied herein.

II.

That subsequent to the time of the qualification of the said Floyd Enlow as independent executor of said estate and as trustee under the will of the said George E. Harris, deceased, certain sales and changes in the kind and character of said estate were made, to-wit:

Lot 2, Elock 161, Brazoria Townsite addition, City
of Brazoria, Texas, (inventoried as Item 43 under
"heal Property Owned Jointly By George E. Harris
and J. S. Hontgomery" in the inventory in said
estate), sold to City of Brazoria, Texas, for the
total censideration of \$1,000.00, 1/2 of which
belongs to the Estate of George E. Herris, dec'd,
to-wit, \$500.00.

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Plage No. __

- Lot 8, Block 107, Brazoria Townsite Addition, City of Brazoria, Texas, (inventoried as part of Item 38 under "Real Property Gened Jointly by George E. Harris and J. S. Montgomery" in the inventory in said estate), sold to City of Brazoria, Texas, for the total consideration of \$800.00, 1/2 of which belongs to the Estate of George E. Harris, dec'd, to-wit, \$400.00.
- 3. Part of Lot 18, Div. 13A, S. F. Austin Survey, Abs. 20, Brazoria County, Taxas, containing 40.37 acres, (inventoried as Item 55 under "Real Property Owned Jointly by George E. Harris and J. S. Hontgomery" in the inventory in said estate), sold to Cartia A. Mrådems for the total consideration of \$5,046.00, of which sum \$500.00 was paid in cash (1/2 to Estate of George E. Harris, Beceased, to-wit, \$250.00) and the balance of said consideration, to-wit, \$4,546.00 evidenced by vendor's lien note payable in 45 monthly installments of \$100.00 mach plus a last and final installment of \$46.00, interest at the rate of 6I per annum (1/2 of said note beinggwood by the Estate of George E. Harris, deceased).
- Approximately 20 head of cattle were sold to N. P. Denford and Gulf Coast Commission Company for the total sum of \$1,020.95.
- 5. As shown in the inventory under "Personal Property",
  "Back Deposits", Item 4, Gaorge E. Harris and Mrs.
  Florence Carson had on deposit in First State Enk
  of Brazoria, Texas, joint deposit in the total sum
  of \$580.65, 1/2 of which, or \$290.42, belonging to
  the Estate of George E. Harris; on November 16, 1956,
  this account was closed and the \$290.42 deposited to
  the account of Floyd Enlow, Independent Executor of
  the Estate of George E. Harris, Deceased, in First
  State Each of Brazoria, Texas.
- 6. As shown in the inventory under "Personal Property", "Bank Deposits", Item 9, Mrs. Lottie Herris and Mrs. Florence Carson had on deposit in First State Bank of Brazoris, Texas, joint deposit in the total sum of \$2,092.20, 1/2 of which, or \$1,046.10, belonging to the Estate of George R. Herris; on Hovember 16, 1956, this account was closed and the \$1,046.10 deposited to the account of Floyd Enlow, Independent Executor of the Estate of George E. Herris, Deceased, in First State Bank of Brasoria, Texas.

#### III.

That in the schministration of said estate, as Executor and likewise as Trustee under the will of the said George E. Harris, Deceased, your Executor and Trustee opened and at up two separate bank accounts in the First State Bank of Frazoria, Taxas, (a) Floyd Enlow, Independent Executor of the Estate of George E. Harris, Deceased, and (b) Floyd Enlow, Trustee under the will of George E. Harris, Deceased, and transferred from the account

Princorta County Abstract Company incorporated established 1873

Plage No. ___

theretofore carried in the name of "Smith Bros." in said Bank the sum of \$1,000.00, being \$500.00 each to the said accounts atyled as (a) and (b) above.

That from time to time your Independent Executor has received funds belonging to said estate and has deposited the same in the said account styled Floyd Enlow, Independent Executor of said Estate in said First State Bank of Brazoria, Texas, totaling the sum of \$13,815.26.

That from time to time in the due course of administration of said estate it became necessary for your Independent Executor to expend in payment of debts and expenses of said estate and did expend the sum of \$2,593.24, drawn by checks on said Independent Executor Account, leaving therein as of this date the sum of \$11,222.02.

That from time to time your Trustee has received funds belonging to said estate and has deposited the same in the said account styled Floyd Enlow, Trustee under the will of the said George E. Harris, deceased, in said First State Bank of Brazoria, Texas, totaling the sum of \$8,102.55.

That from time to time in the due course of administration of said estate it became necessary for your Trustee to expend in payment of debts and expenses of said estate and did expend the sum of \$6,468.71, drawn by checks on said Trustee Account, leaving therein as of this date the sum of \$1,633.84.

ΙV

That in order for your Executor and Trustee to collect dividends on stocks listed in said inventory it was necessary that the said stock certificates representing said shares of stock as shown in said inventory be changed and made in the name of "Floyd Enlow, Trustee under the will of George E. Harris, decessed",

Brazona County Abstract Company INCORPORATES ESTABLISHED 1873

Plage No. _

and said stocks as originally listed in said inventory were surrendered and cancelled and new stocks issued in lieu thereof, to-wit:

- 1. Farmers Cotton Oil Company, 14 shares, Certificate No. 124.
- Kirby Patroleum Trust No. One, 100 Units, Certificate No. K-1- 1493.
- Kirby Petroleum Trust No. Two, 100 Units, Certificate No. K-2- 1363
- Tennessoe Ges Transmission Company, 20 shares, Certififate No. HC/O 235514.
- 5. Texas Gulf Sulphur Company, Certificate No. C410643, No. C410644 and No. C410645, each for 100 shares.
- 6. First City National Bank of Houston, 102 shares, Certificate No. 5816 for 100 shares and Certificate No. 5817 for 2 shares (It will be noted from the inventory that at the date of the death of George E. Harris there were only 94 shares of stock issued to deceased; since the death of deceased said bank declared stock dividend and issued to deceased an additional 8 shares of stock, thus making a total of 162 shares).

٧.

That no debts are owing by said escate or by said Trustee, except monthly bills and state inheritance taxes.

VI

That all of said property as listed in said inventory, for instance, except as bereinabove mentioned as disposed of and changed, as well as all moneys in said banks and said stocks as shown in this report, are still in the hands of your executor and trustee and are assets of said estate, and should be turned over and delivered to the Substitute Independent Executor and Substitute Trustee of said estate, subject to the orders of this Court, and in this connection your Independent Executor and Trustee herenow tenders to the said Substitute Independent Executor and Substitute Trustee all books, checks, papers and accounts of said estate, all subject to any other dispusition as the Court may herein direct.

Brazoria County Abstract Company
Incorporated
ESTABLISHED 1873

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That there is further necessity that said estate be admiristered by executor and trustes and that a successor to Floyd Enlow and Substitute Independent Executor and Trustes should be appointed and qualified in order that said estate way be delivered to him.

Floyd Enlow, Independent Executor and Trustee under the will of George E. Harris, deceased.

THE STATE OF TEXAS | COUNTY OF BRAZORIA

BEFORE ME, the undersigned authority, on this day personally appeared Floyd Enlow, known to me to be the independent executor of the Estate of George E. Harris, deceased, and as Trustee under the will of the Estate of George E.Harris, deceased, and whose name is subscribed to the above and foregoing final account and being by me duly sworn, stated to me that spid Final account and every part of it is true and correct.

The Charm 1 ver

Floyd E. land

Subscribed and awarn to before me by the said Floyd Pnlow on this  $\frac{1}{2^{n-1}}$  day of October, 1957.

Notary Public in and for Brazoria County, Texas.

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Pirazoria County Abstract Company
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ESTABLISHED 1873

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### THE STATE OF TEXAS

To any Shoriff or any Countable within the State of Tones. Greating:

YOU ARE HERESY COMMANDED to cause to be posted for ten days, exchaive of the day of post ing, before the return day hereof, at the Court House door in Brazoria of the following notice:

Floyd Enlow, Independent Executor and Trustee

of the ratule

of George E. Harris, Decid. has filled in the County Court of Brazoria County. day of October . , 1957 , his final account of the conditions of the satate of said , Numbered 5159 George E. Harris, Deceased said court, together with an application to be discharged as Independent Executor and Trustee under the Will of the Estate of George E. Harris, Deceased, No.5159.

Said securat and application will be acted upon by said Court on the 4th day of November . 19 57 . at 10 o'clock A. M at the Court House of said County, in Angleton, which time all persons interested in said out ste, account, and application are cited to appear and control the same, should they desire to do so, by filing their written answer and objections thereto at or before and time पा करों संस्था

HEREIN FAIL NOT, but have you before said Court at the time aforesaid, this writ with your return therson, showing how you have executed the same

Witness my hand and seal of office at Angleton, Texas, the 24th

H. H. Stevens, Jr.

Clerk

County Court Brazoria

County, Texas

By M. Cohum

### SHERIFF'S RETURN

Carne to hand on the 24th day of Other P. M., and executed by posting a copy of the within citation on the 24th day of Telefan. A. D. 1957, at the Court House door of Bringania

FEES: Posting Citation \$ / 25

By OD. Stewart Dopper

Brazoria County Abstract Company INCORPORATED ESTABLISHED 1873

Plage No.

NO. 5159

ESTATE OF IN THE COUNTY COURT OF GEORGE E. HARRIS, I BRALORIA COUNTY, TEXAS. DECEASED. I IN PROBATE

BE IT REMEMBERED, that, on this 14th day of November, 1957, came on for consideration by the Court the application of resignation of Floyd Enlow as independent executor as well as trustee under the will and of the estate of George E. Harris, deceased, which said application is accompanied by and has attached thereto a verified final report and accounting made by the said Floyd Enlow as independent executor as well as trustee under the will and of the estate of the said George E. Harris, decessed;; and it appearing to the Court that due notice and citation on said application and report and accounting was duly had, made and served; and it further appearing to the Court that the said exhibit or final account and report of the said Floyd Eclow as independent executor and trustee, efter examination thereof, should be settled and approved; it further appearing to the Court that under the will of the said George E. Harris, deceased, that in case of the death, inability, failure or refusal of the said Floyd Enlow to act as independent executor of said "state as well as trustee, as in said will provided, that George C. Badge was named therein to act as the independent executor of said estate as well as the trustee under the will of the said estate; and it further appearing to the Court that the said George G. Badge has indicated to the Court his willingness to serve as such independent executor and trustee.

It is, therefore, by the Court considered, and so ORDERED,
ADJUDGED AND DECREED by the Court that the resignation of the said

Brusoriii Caunty Abstruct Company incorporated ESTABLISHED 1873

plage No.

Floyd Enlow as independent executor on the entate of the said George E. Harris, as well as trustee under the will of the estate of the said George E. Harris, deceased, be, and the same is, hereby accepted;

It is further ORDERED AND DECREED by the Court that the said final exhibit and account actached to and filed herein with said application of resignation of the wald Floyd Enlow be, and the same is, hereby settled, approved and confirmed.

It is further ORDERED AND DEGREED by the Court that the said George G. Badge be, and he is, hereby appointed Independent Executor of the Estate of the said George E. Harris, deceased, as well as Trustee under the will of the said George E. Harris, deceased, as substitute and in place of the said Floyd Enlow resigned;

It is further OLDERED AND DECREED that the said George G.
Badge shall not be required to give bond or other security to
insure the faithful performance of his duties as such independent
executor and as such trustee and that when he shall have taken
the outh as prescribed by law, the Clerk of this Court shall issue
to him Letters Testamentary on said estate.

When the said George G. Badge shall have qualified as Independent Executor and Trustee of the said Estate, the said Floyd Enlow is authorized and directed to deliver to him all of the assets, including all lands and all personal property belonging to said estate, together with all books, checks, papers and accounts of said estate, unto the said George G. Badge, who shall receipt therefor, and upon filing a copy of said receipt herein, the said Floyd Enlow shall thereupon be relieved and discharged as independent Executor of the estate of the said George E. Harris, as well as Trusten under the will of the Estate of the said George E. Barris, as well Barris, deceased.

County Judge, Statoria County, Tuxas

Brnzoria County Abstract Company

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ESTABLISHED 1973

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### PROBATE COURT NO. 5159



### Report of Appraisement by County Judge and Comptroller

Brazoria	County, State of Teams.
appraising the estate of the above named decedent fo	REPORT OF APPRAISEMENT  , 19 57, came on to be considered the matter of r inheritance tax purposes, and the interested parties uested us to make such appraisement, we, the under-
1. That said decedent died a resident of the Cou.	nty and State aforesaid on the 16th day of
May 19 57.	
2. That the actual market value of the property	which by reason of the death of said decedent has been laws of this State, was at the date of the decedent's
<ol><li>And that the deductions claimed and set fort ceeding as claims against this estate.</li></ol>	h below are legally allowable as deductions in this pro-
	perty with respect to this estate within the meaning of mount of debts and other charges allowed in this pro-
Total value of Schedule A-1 (Real Estate less mortg	ages) 8 52,314.70
Total value of Schedule A-2 (Stocks, bonds, notes, e	ash, etc.) g 38 _x 458.72
Total value of Schedule A-3 (Live Stock)	<b>1,22</b> 0.95
Total value of Schedule A-4 (Chattel Property)	<b>\$ 2,150.00</b>
Total value of Schedule A-5 (Insurance)	\$ 5,U54.\$6
Total value of Schedule B-1 (Transfers)	<b>♦</b>
Total value of Schedule B-2 (General powers of app	ointment)
TOTAL GROSS VALUE OF ENTATE	99,198,83
TOTAL AMOUNT OF SCHEDULE D	<u>* 3,620,14</u>
TOTAL NET VALUE OF ESTATE  FILED  H. R. STLVENS, J  Tenan My YM . C	
	County Judge Brazoria Co., Texas.  Robert J. Calcust State Compareller.

Brakorin County Abstract Company
Incorporates
ESTABLISHED 1873

Plage No.

NO. 5159

IN THE MATTER OF THE .

ESTATE OF GLORGE E.

HARRIS, DELEASED

IN THE COUNTY COURT OF BRAZORIA COUNTY, TEXAS IN PROBATE

THE STATE OF TEXAS I

COUNTY OF BRAZORIA I

I do solemnly swear that the writing which has been offered for probate in the above styled and numbered cause is the last will of George E. Harris, deceased, so far as I know or believe; that floyd believe, named therein as independent executor and trustee under the will of George E. Harris, deceased, has resigned, and that the undersigned is named as the substitute or successor to the said floyd Enlow as independent executor and trustee under the will of George F. Harris, deceased, and that as such independent executor and trustee, I will well and truly perform all of the duties of independent executor and trustee of said will of the estateot the said George E. Harris, deceased.

Guege . G. Bakga

Sworn to and subscribed before me, this 25 - day of ____

Jovenha 1957.

Notary Public in and Cor Prezoria
County, Texas

H. M. STEVENS, JR. Clerk Branche Co.
Trans. By 94 Collins Deposits

Brewerk County Abstract Company incorporated established 1873

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THE STATE OF TEXAS.  Braseria	IN COUNTY COURT.  Bresoria brunly, Tares
F, the "l	Indersegued blook of the Gunty Court of
	, do hereby certify that on the 19th
	7 , George G.Badge
	nt Letters Testamentary of the Estate of
	, deceased,
and that ho qualified as Int	
	November 4. 9. 19 57
	ppointment is still in full force and effect
	of effect at angloton
	y of Movember
(Seal)	Hall Stevens Jr. Sleek
	County Gund Brownia Granty, Terus
•	By M. Rolling Topuly
	repary

Prozonia County Abstract Company incorporated ESTABLISHED 1873

Unge No.

In the matter of the Estate of Geo. E. Harris Decessed

Recorded in Probate Minutes Vol. 55, pg. 398-401-

#### MO. 5159

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ESTATE OF

I IN THE COUNTY COURT OF

GEORGE E. HARRIS.

I - BRAZORIA COUNTY, TEXAS.

DECEASED.

I IN PROBATE

I, Gaorge G. Badge, Independent Executor and Trustre under the will of Gaorge E. Harris, deceased, do hereby acknowledge receipt from Floyd Enlow, who was formerly the independent executor and trustee under the will of George E. Harris, deceased, of all of the real property as described and set out in the final account and report of the said Floyd Enlow as independent executor and trustee as aforesaid, filed herein on the 200 day of However, 1957.

The said George G. Sadge, Independent Executor and Trustee aforesaid further acknowledges receipt of the following personal property:

- All of the United States Savings and War Bonds as listed in the original inventory filed herein.
- All of the stock and stock certificates as listed in the final account and report of said Floyd Enlow.
- 3. The following monies on deposit in the following banks, namely:

In the First State Bank of Brazoria, to the account of George E. Harris and J. S. Montgomery - \$2,467.07, 1/2 thereof belonging to said estate.

In the First State Bank of Brazoria, to the account of George G. Radge and George E. Harris - \$10.00, 1/2 thereof belonging to said estate.

In the First State Bank of Brazoria, to the account of J. F. Marris, Building Account - \$1,960.21.

In the First State Bank of Brazoria, to the account of J. P. Harris, Special - \$242.99

In the First State Bank of Brazoria, to the account of J. F. Marris, Estate, C/o Lottie Harris - \$2,096.53.

In the First State Bank of Brazoria, to the account of Smith Bros. - \$947.55.

In the First State Bank of Brazoria, to the account of UAQ E. Harris, Est. - \$372.13

Tirazoria :

INCORPORATED

Page Ro

In the Fire: State Bank of Brazoria, to the account of Floyd Enlow, Ind. Executor, Estate of George E. Harris, deceased - \$11,222.02.

In the First State Bank of Braxoria, to the account of Floyd Enlow, Trustee, Estate of George E. Harris, deceased - \$1,433.84; (one \$500.00 check paid out of the \$1,433.84 on Movember 15th, 1957, leaving belonce of \$933.84).

At the time of filing said final report there was on deposit the sum of \$1,633.84 in the account of Floyd Enlow as Trustee; since the filing of said report there has been issued by the said Floyd Enlow two checks, one to Frank Erwin Harris in the sum of \$200.00 and one to Floyd Enlow in payment of attorneys fees and costs of administration in the sum of \$500.00, leaving total is said account of the sum of \$933.84.

In the First National Bank of Angleton to the account of George E. Harris, deceased - \$3,149.83.

In the First City Mational Bank of Houston, to the account of George E. Harris, deceased - \$1,298.76

One 1955 Chevrolat Fordor Sedan.

One 1952 Chevrolet Pick-up Truck.

One Farmali Hodel A tractor, together with appliances thereto.

Two head of cattle.

Cartain household and kitchen furniture.

Other han tools.

Que small safe.

Also certain books, cancelled checks, papers and accounts of said estate, formerly in the possession of the said Floyd Enlow while the said Floyd Enlow was acting as independent executor and trustee of said estate.

WITNESS MY HAND THIS 2/ day of January, 1958.

Coorge & Badge

Brazoria County Abstract Company
INCORPORATED
ESTABLISHED 1873

plage No.

THE STATE OF TEXAS I

REFORE ME, the undersigned authority, on this day personally appeared GEORGE G. RADGE, knows to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF CHYSICE THIS  $\frac{24}{3}$  day of January, 1958.

Notary Public in and for Prazoria County, Texas.

FEED 1-28 108 II. E. STITLINS. IR. Click Brazoria Co., Team by M. On Curre beyong

ETARCTIA COUNTY Abstract Company
INCORPORATED
ESTABLISHED 1873

Plage No. _____

FO. 5159

ESTATE OF

I IN THE COUNTY COURT OF

CECRCE E. MARRIS,

I BRAZORIA COUNTY, TEXAS.

DECRASED.

IN PROBATE

AE IT REMEMBERED, that, on this day of January, 1958, came on for bearing the receipt duly executed and acknowledged by Ceorge G. Badge, Independent Executor and Trustee of the Estate of George E. Harris, deceased, of the properties had on hand by Ployd Relow formerly independent executor and trustee of the estate of the said George E. Harris, deceased, both real, personal and mixed, and it appearing to the Court that the said Floyd Enlaw has fully completed the administration of said estate by him as independent executor and trustee and that he should be fully released and discharged.

It is, therefore, ORDERED AND DECREED b, the Court that said Floyd Eplow be, and he is, hereby in all things fully released and discharged as the independent executor and trustee of the Estate and under the will of the estate of George E. Rarris, deceased.

County Judge, Brazoria County, Texas.

Line Charles

Brazori

ESTABLISHED 1873

lage Nn.

#5159

In the matter of the Estate of Geo. E. Harris

Recorded in Probate Minutes Vol. 56,pg. 22-23-

Decessed



#### U. S. TREASURY DEPARTMENT INTERNAL REVENUE BERVICE DISTRICT DIRECTOR AUSTIN, TEXAS

. 1312 (84) -33A

Retate of: George E. Harris Date of death: May 16, 1956 Residance: Brameria, Texas

1831

THE STATE OF TREAS

No. 5159

COUNTY OF TRAVES

This is to cartify that, according to the records of this office, there are no outstanding Pederal setate tames due on the properties iscluded in the exacts take return, Form 706, filed for the above-num estate, or so additional properties, if any, which may have been included as a result of the examination and audit of the return.

II B STEVENS, JR., Clerk Brancia Co., Texas By M. Osburn Dagnety

Just Myller Chief, Collection Division Internal Revenue Service Austin District

THE STATE OF THEMS I COCRETE OF TRAVES

On this day personally appeared before me, a Hotary Public in and for the State and County eferencid, Judd Miller, Chief, Collection Division, Internal Revenue Service for the Austin District, to me well known who executed the foregoing instrument, and schnowledged & the same for the purposes and consideration therein

> I have bereente set my hand and official seal Petrusy, 1956,

Brazoria County Abstract Company INCORPORATED ESTABLISHED 1873

Jage No.

#5159

In the matter of the

Estate of Geo. E. Harris

Decensed

Recorded in Probate Minutes 701. 56, pg. 434-435-

5520

1,161.57

Nº 28746

INHERITANCE TAX RECEIPT --- STATE OF TEXAS

Austin, Texas

RECEIVED from

Entate of George 2. Harris

7 5159

DOLLARS in payment of

One Thousand, One Bundred Sixty-one and 57/100 inheritance tax assessed against Estate of

GEORGE E. BARRES

, Deceased.

resident of

Brazeria County

, inherited by

Prous E. Barris

(Menn, Limitama, Liefatora)

April 25, 1958

(SRAL)

710. 60 man to I less con Al charles

Brazorin County Abstract Company INCORPORATED ESTABLISHED 1873

plage No. _

gop pr In the matter of the Estate of July-Harria Decembri Recorded in Probate Minutes Vol. 62 pg. 551-552-



### U. S. TREASURY DEPARTMENT

INTERNAL REVENUE STRVICE INSTRICT DIRECTOR AUSTIN, TEXAS

12033

1212-33A

Betate of: J. F. Harris 田 コラック Dete of death: August 27, 1947 田 ヨタック Recidence: Braseria, Texas

THE STATE OF TEXAS |

COUNTY OF TRAVES |

This is to cartify that, according to the records of this office, there are no outstanding Federal satisfactures due on the properties included in the estate tex return, Form 706, filled for the above-named estate, or on additional properties, if any, which may have been included as a result of the examination and audit of the return.

Judd Miller
Chief, Collection Division
Intercal Revenue Service
Austin District

THE STATE OF TEXAS & H. R. STEVENS, IR., Clork Breaure Co.,
COUNTY OF TRAVES & Teach By /V? County Deputy

On this day personally appeared before me, a Notary Public is and for the State and County aforestid, Judd Miller, Chief, Collection Division, Intermal Revenue Service for the Austin District, to me well knows as the person who executed the foregoing instrument, and acknowledged that he executed the same for the purposes and consideration therein expressed.

In witness whereof I have because out my hand and official seal this the 30th , day of September, 1959.

Notary Public, Travia County, Tuxas

PL-33A (2-59)

Brazo

INCORPORATED
ESTABLISHED 1873

Page No. ____

#3923 In the matter of the Estate of J.S. Hards Tourse of Recorded in Probate Minutes Vol. 62 pg. 551-552-



### U. S. TREASURY DEPARTMENT

INTERNAL REVENUE STRVILLE
INSTRUCTABLE FOR

12033

1212-33A

Estate of: J. F. Euris Date of death: August 27, 1947 Residence: Brasoria, Texas

THE STATE OF TREAS

COUNTY OF TRAVIS

This is to certify that, according to the records of this office, there are no outstanding Federal estate taxes due on the properties included in the astate tax return, Fore 706, filed for the above-named estate, or on additional properties, if any, which may have been included as a result of the examination and audit of the return.

Judd Hiller
Chief, Collection Division
Internal Revenue Service
Austin District

THE STATE OF TEXAS

NIPD 10 - 128 1

COUNTY OF TRAVES |

Trans by 187 Caner Deputy

On this day personally appeared before me, a Notary Public in and for the State and County aforesaid, Judd Miller, Chief, Collection Division, Internal Rever e Service for the Austin District, to me well known as the pareon who executed the foregoin; instrument, and acknowledged that he executed the same for the purposes and consideration therein expressed.

In witness whereof I have hereunto set my hand and official seal this the 30th day of September, 1939.

Comment Carre

Norwey Poblic, Travia County, Toxan

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FL-33A (2-59)

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INCÓRPO (ATED ESTABLISHED 1873

Plage No. __ __ __

#5199 In the matter of the Escate of deorge E.Marris Decembed

Reserved in Probate Himster Tol. 66 pc. 80

PROBATE COURT NO. \$150

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1-470	MR: MINRO

Report of Appraisement by County Judge and Comptroller

<i>3</i> - ***********************************	e-moeniciii Di	( wont)	Judge and (	youth	rtroller
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In the Matter of the Pitate of	•				
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Brnzoria Comity Abstract Company
Incorporated
ESTABLISHED 1873

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### vo 314 me cos

### DEED

STATE OF TELAS COUNTY OF BRAZORIA

For the sum of Ten Dellars (\$10.00) cash and other valuable consideration paid to Mrs. Pellye Beacroft, a widew, herein called "Granter", of Brazeria County, Texas, by Shell Oil Company, herein called "Grantee", a Delaware corporation with offices in Houston, Texas, receipt of which by Granter is hereby acknowledged, Granter hereby grants, sells and conveys unto Grantee the tracts of land described in Exhibit "A", attached herete and made a part hereef fer all purposes, such lands being situated in Brazeria County, Texas.

There is hereby excepted and reserved to Granter, her heirs and assigns, as to each tract of land described in Exhibit "A", . one-half  $(\frac{1}{2})$  of all the right, title and interest (if any) which Granter new has er helds in and to the eil, gas, sulphur, and ether minerals in and under such tract.

TO HAVE AND TO HOLD the lands described in Exhibit "A" tegether with all and singular the rights and appurtenances therete in anywise belonging, unto the said Grantee, its successors and assigns, ferever. Cranter hereby binds herself, her heirs, executers and administrators, to warrant and forever defend the title to the property herein conveyed, unto the said Grantee, its successors and assigns, against all lawful claims to the same or any part thereof, by, through er under Granter, but net etherwise.

EXECUTED This 23rd day of June, 1965.

STATE OF TEXAS

COUNTY OF BRAZORIA

BEFORE ME, the undersigned, a Netary Public in and for said County and State, on this day personally appeared Mrs. Pollye Beacreft, a widew, knewn to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that she executed the same for the purposes and consideration therein EPTARDAGE

> GIVEN under my hand and seal of office this the Ste , 1965.

CTARY PUDIT BY AND FOR COUNTY, TEXAS. AN COMMISSION EXPIRES JUNE 1, 1160

D-197

A 44 - 12

### 

### EXHIBIT A

The following described tracts of land are situated in the Brazos Coast Investment Company Subdivisions set out below, such subdivisions being shown on the plat thereof recorded in Volume 2, at page 114, of the Map and Plat Records of Brazoria County, Texas, out of the F. J. Calvit League, Abstract 51, the A. B. Langerman Survey, Abstract 589, the J. A. Wharton Survey, Abstract 383, and the Branch T. Archer Survey, Abstract 9, in Brazoria County, Texas:

- A. Tract: 24, 26, 56, 67, 90, 97, 98, 101, 103, 129, 132, 154, 167, and the west half of Tract 99, of Brazos Coast Investment Company Subdivision No. 7.
- B. Tracts 42, 57, 84, 88, 89, 104, 105, 118, and 120 of Brazos Coast Investment Company Subdivision No. 8.
- C. Tracts 1, 2, 48, 55, 73, 84, 171, and 178 of Brazos Coast Investment Company Subdivision No. 9.
- D. Tracts 47 and 119 of Brazos Coast Investment Company Subdivision No. 10.

Signed for identification  $\frac{200}{200}$ 

The tally Balify

FILED FOR RECORD

AT 1:40 O'CLOCK_P._M

JUL 8 1965

H. R. STEVENS, JR.
Clerk County Court, Brazoria Co., Tex.
BY D. Barak DEPUTY

# WO 1111 MGE 331

2206

### LIMITED WARRANTY DEED

STATE OF TEXAS
COUNTY OF BRAZORIA

KNOW ALL MEN BY THESE PRESENTS:

For ten dollars (\$10.00) and other valuable consideration, receipt of which is hereby acknowledged, Shell 3il Company, a Delaware corporation with a permit to do business in Texas, has granted, sold and conveyed, and by these presents does grant, sell and convey unto John T. Suggs and J. L. Wilson of Freeport, Texas, herein called grantees, the following described land situated in Brazoria County, Texas:

Two parcels of land out of the F. J. Calvit League, Abstract 51, of the A. B. Langerman Survey, Abstract 589, the J. A. Wharton Survey, Abstract 383, and the Branch T. Archer Survey, Abstract 9, Brazoria County, Texas. Each Subdivision listed below is a subdivision in the Brazos Coast Investment Company subdivisions as shown on plat thereof recorded in Volume 2, at page 114, of the Map and Plat Records of Brazoria County, Texas.

#### PARCEL 1

SUBDIVISION NO. 8. Tracts 42, 43, 50, 52, 53, 57, 68, 70, 72, 73, 76, 77, 78, 79, 80, 84, 86, 87, 88, 95, 99, 102, 104, 105, 108, 115, 116, 118, 119, 120, and 121, containing 155 acres, more or less.

### PARCEL 2

SUBDIVISION NO. 9. Tracts 1, 2, 8, 9, 11, 12, 15, 16, 22, 1/2 interest in 31, 32, 33, 39, 44, 45, 47, 48, 52, 55, 57, 59, 61, 67, 68, 71, 72, 73, 74, 78, 79, 82, 84, 88, 90, 93, 97, 99, 102, 111, 126, 136, 140, 147, 148, 149, 151, 154, 158, 159, 160, 163, 166, 168, 170, 171, 173, 175, 176, 178 and 180, containing 297.5 acres, more or less, subject to an easement from Shell Oil Company to Velasco Drainage District dated February 20, 1968, covering parts of said Tracts 140 and 166.

subject, however, to easements and all mineral and royalty conveyances, reservations and exceptions of record in Brazoria County, Texas.

To have and to hold the above-described premises together with all and singular the rights and appurtenances to the same

# 0 € E D (1111 ME 332

belonging or in anywise instant or pertaining unto said grantees, their respective heirs, successors and assigns forever; and Shell Oil Company does hereby bind itself, its successors and assigns, to warrant and forever defend all and singular the said premises unto the said grantees, their heirs, successors and assigns, against any person whomsoever lawfully claiming or to claim same or any part thereof, by, through or under Shell Oil Company, but not otherwise.

EXECUTED this // day of December, 1971.

SHELL OIL COMPANY

 $\mathbf{B}\mathbf{y}$ 

H. M. Gullickson Manager, Land Investments

Department

STATE OF TEXAS

E / 113

COUNTY OF HARRIS

Before me, the undersigned authority, on this day personally appeared H. M. Gullickson, known to me to be the person who executed the foregoing instrument in behalf of Shell Oil Company, a corporation, and acknowledged to me that he executed the same as the act and doed of said corporation, for the purposes and consideration therein expressed, and in the capacity therein stated.

Given under my hand and seal of office, this the day of December, 1971.

Notary Public in and for Harris County, Texas

LARRY II. LONGSTEDT (1997).
Notary Petit (1997). Harris County, Texas:
My Contart State (1997).

# VOL 1111 MAGE 333

## MANAGER - LAND INVESTMENTS DEPARTMENT Certificate of Authority

of Shell Oil Company, a Delaware corporation; that the following is a complete and correct copy of a resolution duly adopted by the Company's Board of Directors on February 25, 1965, and now in full effect:

RESOLVED, That the Manager, Land Investments Department of the Company, now or hereafter appointed, is hereby authorized, in the name and behalf of the Company, to execute, deliver, accept, assign, amend, extend or terminate contracts, options and other instruments for the sale or conveyance of real property or any interest therein, including but not limited to deeds, mortgages, easements, right-of-way and railway sidetrack agreements.

and that H. M. Gullickson is Manager, Land Investments Department of the Company.

IN WITNESS WHEREOF, this Certificate is signed and sealed with the Company's corporate seal on December 16, 1971.

 $U \subset \mathcal{C}$ 

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FILED FOR RECORD

FEB 8 1972

CLERK COUNTY COURT, BRAZORIA CO., TEXAS

# DEED vo. 1515 rage 194

### 16067

### WARRANTY DEED

THE STATE OF TEXAS )
COUNTY OF BRAZORIA )

AND ALL MEN BY THESE PRESENTS: That we, JOHN T. SUGGS and J. L. WILSON, of the County of Brazoria and State of Texas, for and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable consideration, to the undersigned paid by the GRANTEE herein named, the receipt of which is hereby acknowledged; have GRANTED, SOLD AND CONVEYED and by these presents do GRANT, SELL AND CONVEY unto FISH ENGINEERING & CONSTRUCTION, INC., of the County of Harris and State of Texas, all of the following described real property in Brazoria County, Texas, to-wit:

Tract 57 out of Division 8 of the B.C.I.C. Subdivision, F. J. Calvit League, Abstract 51, Brazoria County, Texas, according to the map or plat thereof recorded in Volume 2, Page 143 of the Plat Records of Brazoria County, Texas.

This property is conveyed subject to the mineral reservations as set forth in Volume 914 at Page 350 and Volume 359 at Page 29 of the Deed Records of Brazoria County, Texas.

TO HAVE AND TO HOLD the above described premises, together with all and singular, the rights and appurtenances thereto in anywise belonging unto the said GRANTEF, its successors and assigns forever, and we do hereby bind ourselves, our heirs, executors and administrators, to WARRANT AND FOREVER DEFEND, all and singular the said premises, unto the said GRANTEE, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

EXECUTED this 5th day of May , 1980.

JOHN T. SUGGS

J. L. WILSON

) - 199

THE STATE OF TEXAS )
COUNTY OF BRAZORIA )

BEFORE ME, the undersigned authority, on this day personally appeared JOHN T. SUGGS, known to me to be the person whose name subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 5th day of

Notate Public in and for Brazoria County, T E X A S .

MY COMMEDIATE ENDING STATES AND FOR

THE STATE OF TEXAS
COUNTY OF BRAZORIA

BEFORE ME, the undersigned authority, on this day personally appeared J. L. WILSON, known to me to be the person whose name is, subscribed to the foregoing instrument, and acknowledged to that he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 5th day of

Notate Public in the for Brazoria County, TEXAS.

JOYCE SYNGRA
NOTARY PUBLIC IN ALC FOR

BRAZURIA COUNTY, TEXAS

MY COMMISSION EXPIRES 8/17/80

PILED FOR RECORD

AT 3:31 O'CLOCK A

JUN 5 1980

H. R. STEVENS, JR.
CLERK COUNTY COURT BRAZORIA CO., TEXAS
BY LEVEL BRAZORIA CO., TEXAS

### Tract No. 58

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	N. M. Voshlard
	A. E. Martenius
THE STATE OF TEXAL!	
	sutherity, on the day personally appeared Carlos Bee, N. M. Vogalman and L. E.
negative the first support of the support of the support of the support of the support of the support of the support of the support of the support of the support of the support of the support of the support of the support of the support of the support of the support of the support of the support of the support of the support of the support of the support of the support of the support of the support of the support of the support of the support of the support of the support of the support of the support of the support of the support of the support of the support of the support of the support of the support of the support of the support of the support of the support of the support of the support of the support of the support of the support of the support of the support of the support of the support of the support of the support of the support of the support of the support of the support of the support of the support of the support of the support of the support of the support of the support of the support of the support of the support of the support of the support of the support of the support of the support of the support of the support of the support of the support of the support of the support of the support of the support of the support of the support of the support of the support of the support of the support of the support of the support of the support of the support of the support of the support of the support of the support of the support of the support of the support of the support of the support of the support of the support of the support of the support of the support of the support of the support of the support of the support of the support of the support of the support of the support of the support of the support of the support of the support of the support of the support of the support of the support of the support of the support of the support of the support of the support of the support of the support of the support of the support of the support of the support of the support of the support of the su	are subscribed to the foregoing instrument, as Trustees, and each asknowledged to be
the be executed the same in its carriers of Proctor as I	therein stated, for the purposalized consideration therein expressed.
Given under my heart and sea of office, this the 3	ist, day of August, A. D., 1999.
	Notary Public, within and for Separation Commey, Tomas
5/5.	Notary Public, within and for Septimin County, Tomo
	A. D. C. J. at   o'clock F. M.
Press For Record thur the day of	
	Clerk of the County Court of Bessorie County, Turns
~	Care or the County Court of Deports County, 2 many
	By District
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Terferes or Tixal).	
Course of Brasonia   Come All Men By These Proce	ant. That we, Carlos See, N. M. Vogelsang and A. E. Masterson, Typesteen, named an allies.
	and executed by the Bratos-Coast Investment Company, conveying to them, as Trusbean
· ·	nd various lands known as the "Syndicate" hads! lying and being streated in British
Oninty. Texas, in the vicinity of and adjoining the To	our site of Velaco. Texas, which said jots and lands are fully described in said consequent
from the mid Brane-Coast Investment Campany, to the	said Carice Ber, N. M. Vogelear g and A. E. Mosterson, Trusteen, to which reference in
the specially made for description.	
That for and in consideration of the uses and pur	rece
the laving been paid by the Vandee in this converance,	have greated, bargained, sold and conveyed, and by those presents do great, burgain, all
	of the County of Live and a State of Alestracken
	in Brasoria County. Texas, and being tract No. 🚺 , in sad-division No.
of the Bratos-Coast Investment Co.'s sub-division of the	
	which reference is here made for description and particulars. Also less the
Shock Me	
To liese and to hold the above described premient	together with all and singular the rights and appurtenances thereto in any mark-longing
- albert lialla	his heirs and serigns forever, as fully and as absolutely as we, as Transac allegated
can seeway by virtue of the power and authority conferre	
Witness our hands at Volume, Tetne, this the State	,一直有一个大型,就是一个大型,就是一个大型,就是一个大型,就是一个大型,就是一个大型,就是一个大型,也不是一个大型,也不是一个大型,也不是一个大型,也不是一个
	Carlos Bra
est.	N. M. Voemaire
ì	A. A. VOLLERY
	A. R. Marrison
Texas	
Being me, the undersigned	t authority, on this day personally appeared Carios Bee. N. M. Versland and A.T. to
the second whose manus	d suthority, on this day personally appeared Carios Bee, N. H. Vegelanne until 1 to are unburibed to the foregoing instrument, as Trusteen, and each notice of the foregoing instrument, as Trusteen, and each notice of the contract of the contract of the contract of the contract of the contract of the contract of the contract of the contract of the contract of the contract of the contract of the contract of the contract of the contract of the contract of the contract of the contract of the contract of the contract of the contract of the contract of the contract of the contract of the contract of the contract of the contract of the contract of the contract of the contract of the contract of the contract of the contract of the contract of the contract of the contract of the contract of the contract of the contract of the contract of the contract of the contract of the contract of the contract of the contract of the contract of the contract of the contract of the contract of the contract of the contract of the contract of the contract of the contract of the contract of the contract of the contract of the contract of the contract of the contract of the contract of the contract of the contract of the contract of the contract of the contract of the contract of the contract of the contract of the contract of the contract of the contract of the contract of the contract of the contract of the contract of the contract of the contract of the contract of the contract of the contract of the contract of the contract of the contract of the contract of the contract of the contract of the contract of the contract of the contract of the contract of the contract of the contract of the contract of the contract of the contract of the contract of the contract of the contract of the contract of the contract of the contract of the contract of the contract of the contract of the contract of the contract of the contract of the contract of the contract of the contract of the contract of the contract of the contract of the contract of the c
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148/44 2220 20. 6727.

KNOW ALL MEN MY 1... BER PRESENTS: - That Freeport from Site Company, hereby acknowledges payment in full of the two notes and interest described in Deed executed by said Company to H. C. Fields, said Deed bearing date the 22nd day of September, 1916, being the legal holder and owner of said notes, and does hereby release and acquit to H.G. Fields, his heirs and assigns, the property described in said instrument, wis: -

Lot Number Hight (8), in Block Number one Mindred Seventeen (117), of the Town of Prosport, Brasoria County, Texas, free from all lien created by reason or the instrument above mentioned.

In Witness Thereof, the said Freeport Town Site Company has hereunte subegribed by its President 5.M. Swenson, and caused its official seal to be hereunte affixed, this 28th May of October.A.D., 1918.

Attent:

(Corp.Seal) Begretery

Freeport Town Site Company, By S.M. Swenson, President.

The State of New York

County of New York

RR

pefore me, F. M. Alts, a Motary Public, in and for New York County, New York, on this day

personally appeared S.M. Swenson, known to me to be the President of Presport Town Site Company. corporation, and known to me to be the person whose name is subscribed to the foragoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed as the set of Freeport Town Site Company, corporation.

Given under my hand and seal of office, this the 29th day of October, A.D. 1918.

(STAL)

F.M. Alts, Notary Public, New York County, F.Y., Ro. 30-

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Filed for record at 1 o'clock P.N., 19 day of Nov., 1918, -C.W. Benson, Jr., Glerk.

File Bo. 6718.

State of Texas

Certificate of Dissolution.

County of ___

KNOW ALL MEN MY THESE PRESENTS: - That we. the undersigned, being all stockholders of

the Brazos Coast Investment Company of Velasco, Texas, a corporation duly premnised under the laws of the State of Texas, do each hereby consent, as evidenced by our respective signatures hersto, attached, that the said Brazes Coast Investment Company shall from and after the date of filing hereof in the office of the Becretary of State of the State of Texas, be dissolved. as provided by law,

Stockholdere: - Chas. J. Horn. John W. Horn. Thos. H. Horn.

We, the undersigned, Chas. J. florn, President, Thes. H. Horn, Secretary, and Thos. H. Morn, Treasurer of aforesaid corporation, do hereby certify that the above and foregoing consent to the dissolution of the Brancs Coast Investment Company is the true and correct action of all the stockholders of said Company; and we further certify that the names and addresses of all the officers and directors of said Company are as follows:

Times Chas. J. Horn

John W. Horn Thos. H. Horn

Postoffice Address

Houston, Texas

Houston, Taxes

Officere & Directors President Vice-President BEGY. & Treas.

In Testinghy Thereof we have set our hands this 8th day of December, 1910.

Chas. J. Morn, President. Thos. H. Hern,

Subscribed and Sworn to before me, the undersigned authority, on this 6th day of December, A.D., 1910. ....

( SEAL

J. L. Britann, Johnson, Philas. Bar.

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Endorand: -

Department

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Piled for : County Cou

Mile No. 6 The State . County of :

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said Chas ... Thee, H. Ror: oorporation and steekho

W. Hotel, and solved corr eration of which is he mell and o property, 1

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Endorsed: - Filed in the office of the Secretary of State this 9th day of Dec. 1910.

W.B. Townsend, Secretary of State.

I, Geo. F. Howard, Secretary of State of the State of Texas, do hereby pertify that the foregoing is a true and correct copy of Comment of the Mecokholders of the disselution of Brasos Coast Investment Company, with the endorsements thereon, as now appears of record in this Department.

In Testimony Whereof I have hereunts signed my name officially and comments to be impressed hereon the Seal of State at my office in the City of Austin, this the 23rd day of October, A.D., 1918.

Filed for record this the 19 day of Nev., A.D., 1918, at 10 o'clock A.M., -C.W. Bensen, Jr., Clerk, County Court, Brazoria County, Taxas.

Opp. P. Howard, Secretary of State.

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BEAL)

of Texas and having its office and place of business in the City of Houston, in Harris County, Texas, was duly and legally dissolved by consent of all of its stockholders, as shown by certificate dated the 28th, day of March, A.D. 1912, and filed in the office of the Secretary of State of the State of Texas on the 22nd, day of April, A.D. 1912, and at the time off its dissolution all of its capital stock was held and owned by Chas. F. Horn, John W. Horn and Thos. H. Horn, and.

Whereas, at the time of its dissolution as aforesaid said Southern Selling System owned no debts of any kind and there were no cerditors of said corporation, and,

Thereas, after the dissolution of said corporation said Ches. J.Horn acquired and became the owner and holder of all of the capital stack of said corporation had and owned by said John W.Horn and Thos.H.Horn at the time of its dissolution, and the owner of all of the interests of said John W.Horn and Thos H. Horn in the property and assets of said corporation and thereby become the owner of all of the property and assets of said Southern Selling System real, personal and mixed, and of every kind and description, and whereseever situated; and,

Whereas, at the time of the Ajesolution of said Southern Belling System as aforesaid Chas. J. Horn was the President of said Corporation, and said Chas. J. Horn, John W. Horn and Thos. E. Horn were all of the Directors of said Corporation, and upon such dissolution of said corporation said Chas. J. Horn, John W. Horn and Thos. H. Horn became Trustees of the creditors and stockhol.ers of said corporation; therefore,

Enow all men by these presents; That we, said Ches. J. Horn, John W. Horn and Thos. M. Harm, as Trustees of the creditors and stockhulders of said Souther Soiling System, a sissolved corporation, and we, said John W. Horn and Thos. H. Horn individually, for and in consideration of the premises and the sum of One Dollar (\$1.00) to us in hand paid, the receipt of which is hereby admostledged, have granted, sold and conveyed, and do by these presents grant sell and convey unto said Ches. J. Horn, of Brown County, Texas, all the following described property, to-wit:

1.- 411 that certain tract of one hundred and twelve (112) sores of land, more ar less, situated in the Jared B.Oroce 5 Leagues grant, Abstract Mo.66( in Brazoria County, Texas, being a part of the tract of 500 acres of land known as the "Calvit" tract conveyed by Sarah Ann Wharton to F.J. Calvit by deed recorded in Vol. "B", page 488, Records of Daeds of Prayoria County, Texas, to which reference is here made, said tract of one hundred and

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aber, 1910.

this 8th

the Brasos Coast Investment Company Sub-division No. 8, F. J. Calvit Survey, Abstract No. 51 Brasoria County, Texas.

All as shown by map on file in the office of the County Clerk of Brazoria County,

I do hereby expressly waive, and release said United States of America, its officers, agents, servents, and contractors from any and all claimfordewages which may result from the construction and maintenance of the waterway, and the deposit of spoil or other matter; this waiver and release of damages being intended as a continuing coverant which shall run with the land and be binding upon me and my successors in comprahip of said land.

And I hereby covenant and certify that I am the true and lawful owner of said land and premises, and that I have the right to make this covenant and release.

In testimony whereof I, Hervey Wentling, have caused this instrument to be executed on this 20th day of April A. D. 1936.

Rervey Wentling

STATE OF KANSAS )
COUNTY OF BUTLER )

Before me, the undersigned authority, on this day personally appeared Earway mentions known to me to be the person whose name is subscribed to the foregoing instrument of writing, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office at El horado, Espass, this the 20th day of April A.D. 1936.

(SEAL) L. W. Armstrong Wotary Public in end for Bubler County, Kanesa.

My Commission expires March 9, 1940.

Piled for record at 9 o'clock A. M. Oct 5 1938 H.R. Stevens, Clerk County Court Bresorie County, Texas. By Bob Monarch, Deputy

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6216

STATE OF TEXAS

COUNTY OF BRAZDRIA

KHOW ALL MEN BY THESE PRESENTS: THAT I, Albert Wella for end in consideration of the appropriations made and to be made by the Congress of the United States or America, and of the contributions by local interests for the construction of the Louisiana and Texas Intracocastel Waterway through Brazoria County, Texas does hereby give and grant unto the United States of America the right, power and privilege to deposit spoil and other excavated meabrial during the construction and subsequent maintenance of the waterway on the following described tract of land in Brazoria County, Texas;

All of the Albert Talls 5-sore tract of land known as Lot No. 58, Possed in the Brazos Coust Investment Company subdivision No. 8, P. J.Calvit Survey, Abstract No. 51, Brazoria County, Texas.

All we shown by map on file in the office of the County Clerk of Brazorie County,

I do hereby expressly waive, and release said United States of America, its officers, agents, servants and contractors from any and all claim for damages which may result from the schatruction and maintenance of the waterway, and the deposition spoil or other matter; this waiver and release of damages being intended as a continuing covenant which shall run with the land and be binding upon me and my successors in ownership of said land.

- D - 202 -

And I hereby covenent and certify that I am the true and leaful owner of eath land and premises and that I have the right to make this covenent and release.

In testimony thereof, I, Albert Walls, have naused this instrument to be executed on this 28th day of March, A.D. 1936.

ATTEST: John J. Gross
Hotary Seal Commission expires March 24, 1940.

STATE OF MEBRASKA
COUNTY OF CUMING

Before me, the undersigned authority, on this day personally appeared albert Walls known to me to be the person whose name is authorited to the foregoing instrument of writing and scknowledged to me that he executed the same for the purposes and considerations therein expressed.

Given under my hand and seal of office at West Point, Nabraska this the 28th day of March. A.D. 1936.

(SEAL) John J. Green Motory Public in and for Cuming County, Mebrasks.

Commission Expires March 24, 1940.

Filed for record at 9 e'clock A. M. Oct 5 1938 H. R. Stevens, Clerk County Court Brazoria County, Texas. By Bob Monarsh, Deputy

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8219

STATE OF TEXAS

COUNTY OF BRAZORIA

ENCE ALL MEN BY THESE PRESENTS: THAT I, J. B. Abbett for and in consideration of the appropriations made and to be made by the Congress of the United States of America, and of the contributions by local interests for the construction of the Louisiana and Taxas Intra coastal Materway through Brezoria County, Taxas does hereby give and grant unto the United States of America the right, power and privilege to deposit spoil and other excavated material during the construction and subsequent maintenance of the waterway on the following described tract of land in Brazoria County, Texas;

All of the J. B. Abbott 5-acre tract of land known as Lot No. 9, located in the Brazos Coast Investment Company Subdivision No. 8, F. J. Calvit Survey, Abstract No. 61, Brazoria County, Texas.

All as shown by map on file in the office of the County Clerk of Bresorie County.

I do hereby expressly waive, and release said United States of America, its officer agents, servants, and contractors from any and all claim for diages which may result from the construction and maintenance of the waterway, and the deposit of spoil or other matter; this waiver and release of damages being intended as a continuing government which shall run with the land and be binding upon me and my successors in ownership of said land.

And I do hereby covenant and certify that I am the true and lawful owner of smid land and premises, and that I have the right to make this covenant and release.

In testimony whereof I, J. B. Abbott have squaed this instrument to be executed this 4th day of April A. D. 1956.

ATTEST:

J. B. Abbott

Lloyd Blanchard

loy Gomez

STATE OF LOUISIANA

PARISH OF THERVILLE

Before me, the undersigned authority, on this day personally appeared J. B. Abboat

# DEED *vol 1531 *age 297

26619

## Order Admitting Will To Probate

Cuming County,	<b>84.</b>		•	No. 50 5
Is the matter of pr	oving the last will a	nd testament of	Alber	rt F. Walla
late of said county, dece	ased.			
Now on this	2nd	day of	June	19.52. , this cause came
on for hearing, and it a	appearing to me, fro	m the proof nov	on file, that all pr	roper parties to this proceeding have been
duly sotified; whereupor	Jero	me E. Jern	an and John	J. Gross
				subscribing witnesses to said
wr	itten		instrument, were sv	worn and examined .1D. open court
On consideration wh	ereof, I find that sa	id will was duly	executed by said	Albert F. Walla
***************************************			required by the law	of the State of Nebraska. That the said
testator, at the time of	making said will, w	se of full age, of	sound mind and n	nemory, and not under restraint, and was
in all respects competen	t to devise real and	personal estate;	and that said will	has been duly proved, and should be at-
lowed as the last will an	d testament of said	Albert	F. Walla	It is therefore considered
by me that said last will	and testament was	duly executed, a	nd that the same is	genuine and valid, and that said last will
				ersonal estate. And it is further ordered
				upon his giving bond in the
sum of \$.100000			-//me	Marky County Judge.
Filed this 2mf day	or une	19 V'Z	Ву:	Clerk County Court.
By:	Clerk Con	oty Court.		

#### LAST WILL AND TESTAMENT.

KNOW ALL MEN BY THESE PRESENTS: That I, Albert F. Walla of West Point, Caming County, Nebraska, being of sound and disposing mind and memory and under no restraint or compulsion, do hereby make, publish and declare this to be my Last Will and Testament in manner and form following, that is to say:

FIRST: I order and direct that my funeral expenses, expenses of last sickness and all claims and demands of every nature against my estate be first paid by my executrix hereinafter named as soon as practicable after my death.

SECOND: I give, devise and bequeath to my wife, Bessie A. Walla, all of the property of which I die seized, TO HAVE AND TO HOLD unto her and to her heirs and assigns forever.

THIRD: In the event that my said wife, Bessie A. Walla shall not be living at the time of my death, then I give, devise and bequeath all of the property of which I die seized to my granddaughter, Setty Wray Walla. Provided however, that if at the time of my death my said granddaughter shall not have reached the age of twenty-one years, then I appoint Walter Sievers of Scribner, Nebraska, her meternal grandfather, as trustee to collect, care for, invest and reinvest said property and pay the income thereof or so much thereof as shall be necessary for hir support, maintenance and education until she shall reach the age of twenty-one years or marry, in which event, said trustee shall pay and convey all of said property to my said granddaughter. If however, my said granddaughter should die before she shall reach the age of twenty-one years, or marry, then my said trustee shall reduce all of eald property to cash and shall pay one-half of the proceeds thereof to Margaret Durkee, mother of my said granddaughter, and shall pay the remaining one-half to my nephews, Frank Urbanus and Albert Walla and my niece, Josie Vales in equal shares.

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FOURTH: In the event that my said wife and said gra ddaughter shall neither be living at the time of my death; then I give one-half of all of the property of which I die seized to Margaret Durkee, mother of my said granddaughter and onehalf thereof to my nephews, Frank Urbanus and Albert Walla, and my niece, Josie Vales in equal shares, and in the event that the same cannot be divided to the satisfaction of all of said devisees and legatees, then I direct that the administrator with the Will annexed of my estate shall reduce the same to cash and divide the same as aforesaid.

FIFTH: I do hereby appoint my wife, Bessie A. Walla, to be the executrix of this Last Will and Testament.

SIXTH: I do hereby revoke any and all former Wills by me at any time made.

Signed this 15 day of May, 1944.

**は、これのでは、これのでは、これのでは、これのでは、これのでは、これのでは、これのでは、これのでは、これのです。これのできない。これのでは、これのできない。これのでは、これのでは、これのでは、これのでは、これのでは、これのでは、これのでは、これのでは、これのでは、これのでは、これのでは、これのでは、これのでは、これのでは、これのでは、これのでは、これのでは、これのでは、これのでは、これのでは、これのでは、これのでは、これのでは、これのでは、これのでは、これのでは、これのでは、これのでは、これのでは、これのでは、これのでは、これのでは、これのでは、これのでは、これのでは、これのでは、これのでは、これのでは、これのでは、これのでは、これのでは、これのでは、これのでは、これのでは、これのでは、これのでは、これのでは、これのでは、これのでは、これのでは、これのでは、これのでは、これのでは、これのでは、これのでは、これのでは、これのでは、これのでは、これのでは、これのでは、これのでは、これのでは、これのでは、これのでは、これのでは、これのでは、これのでは、これのでは、これのでは、これのでは、これのでは、これのでは、これのでは、これのでは、これのでは、これのでは、これのでは、これのでは、これのでは、これのでは、これのでは、これのでは、これのでは、これのでは、これのでは、これのでは、これのでは、これのでは、これのでは、これのでは、これのでは、これのでは、これのでは、これのでは、これのでは、これのでは、これのでは、これのでは、これのでは、これのでは、これのでは、これのでは、これのでは、これのでは、これのでは、これのでは、これのでは、これのでは、これのでは、これのでは、これのでは、これのでは、これのでは、これのでは、これのでは、これのでは、これのでは、これのでは、これのでは、これのでは、これのでは、これのでは、これのでは、これのでは、これのでは、これのでは、これのでは、これのでは、これのでは、これのでは、これのでは、これのでは、これのでは、これのでは、これのでは、これのでは、これのでは、これのでは、これのでは、これのでは、これのでは、これのでは、これのでは、これのでは、これのでは、これのでは、これのでは、これのでは、これのでは、これのでは、これのでは、これのでは、これのでは、これのでは、これのでは、これのでは、これのでは、これのでは、これのでは、これのでは、これのでは、これのでは、これのでは、これのでは、これのでは、これのでは、これのでは、これのでは、これのでは、これのでは、これのでは、これのでは、これのでは、これのでは、これのでは、これのでは、これのでは、これのでは、これのでは、これのでは、これのでは、これのでは、これのでは、これのでは、これのでは、これのでは、これのでは、これのでは、これのでは、これのでは、これのでは、これのでは、これのでは、これのでは、これのでは、これのでは、これのでは、これのでは、これのでは、これのでは、これのでは、これのでは、これのでは、これのでは、これのでは、これのでは、これのでは、これのでは、これのでは、これのでは、これのでは、これのでは、これのでは、これのでは、これのでは、これのでは、これのでは、これのでは、これのでは、これのでは、これのでは、これのでは、これのでは、これのでは、これのでは、これのでは、これのでは、これのでは、これのでは、これのでは、これのでは、これのでは、これのでは、これのでは、これのでは、これのでは、これのでは、これのでは、これのでは、これのでは、これのでは、これのでは、これのでは、これのでは、これのでは、これのでは、これのでは、これのでは、これのでは、これのでは、これのでは、これのでは、これのでは、これのでは、これのでは、これのでは、これのでは、これのでは、これのでは、これのでは、これのでは、これのでは、これのでは、これのでは、これのでは、これのでは、これのでは、これのでは、これのでは、これのでは、これのでは、これのでは、これのでは、これのでは、これのでは、これのでは、これのでは、これのでは、これのでは、これのでは、これのでは、これのでは、これのでは、これのでは、これのでは、これのでは、これのでは、これのでは、これのでは、これのでは、これのでは、これのでは、これのでは、これのでは、これのでは、これのでは、これのでは、これのでは、これのでは、これのでは、これのでは、これのでは、これのでは、これのでは、これのでは、これのでは、これのでは、これのでは、これのでは、これのでは、これのでは、これのでは、これのでは、これのでは、これのでは、これのでは、これのでは、これのでは、これのでは、これのでは、これのでは、これのでは、これのでは、これのでは、これのでは、これのでは、これのでは、これの** 

とこので アンドのできるからいろうななのはない

alkert J. Halla

The foregoing instrument was on the day of the date thereof, signed, published and declared by the testator as and for his Last Will and Testament in our presence and in the presence of each of us, and we at his request and in his presence and in the presence of each other sign our names hereto as attesting witnesses. And said testator at the time of signing the same appeared to be of sound and disposing mind and memory and under no restraint or compulsion.

knowe & Seemen of West Point, Nebraska.

of West Point, Nebraska.

Files for Probate admitted to Probate and Many 14-1952 filed for Record former a, m wards June 2-1952
To Judge Homer a, in remail

### CERTIFICATE OF PROBATE

State of Nebraska) Coming County ) sc.

On this 2nd. day of June, 1952, the within Last Will and Testament of Albert F. Walla, Deceased, was duly proved he, the undersigned Judge, as the Last Will and Testament of the Real and Personal Estate of said deceased, and the same was admitted to probate and filed for record in this office.

In testimony whereof, I have hereunto set my mabd and affixed the Seal of the County Court of said County, at the County Court Room, on the day and in the year above written in this certificate.

founty Judge

## DEED vol. 1531 mge **391**

## In the County Court of Cuming County, Nebraska

IN THE MATTER OF THE ESTATE OF	Letters Testamentary
Albert F. Walla Deceased.	
STATE OF NEBRASKA CUMING COUNTY  ss.	No. 3034
TO ALL TO WHOM THESE PRESENTS SHALL CO	DME:
before me, Homer. A. McDanald.  of	to sesoever hands the same may be found, and
within one year from the date hereof, and at any other	ler an account of ber administration to this court time when required by this court.  F. I have hereunto set my hand and affixed my official
	t. Point in said county, this, day of June A. D., 19. 52.  Himself, M. Zunel, County Judge.
(SEAL)	ByClerk County Court.
THE STATE OF NEBRASKA	·
CUMING COUNTY } as.	
pared the foregoing copy of Letters Testamentary withis office and have found the same to be a correct tran Letters. And I further certify that the same are still with ESS my official sign this.	cio Glerk-thereof, do hereby sertify that I have com- th the original record thereof new remaining on file in script therefrom, and of the whole of such original in full force and effect attire and the Sear of the County-Court of Said Sounty day of
Filed this 2 ml day or from 19 V.	Clerk County Court.

Clerk County Court.

## DEED vol. 1531 not 302

IN THE COUNTY COURT OF CUMING COUNTY, NERRASKA.

In the Matter of the Estate )
ORDER ASSESSING INHERITANCE TAX
of Albert F. Walla, Deceased )

Now on this _____ day of ____, 1953, this matter came on to be heard upon the appraisal of and assessment of inheritance tax against the estate of Albert F. Walla, deceased and upon the evidence on consideration whereof, the Court finds that hearing upon the value of the real estate belonging to said deceased has heretofore been held, Charles Marquardt and F. H. Wackel having testified as to the value thereof, and that the values shown in the inventory are the true market values of the personal property.

The Court finds from the evidence and from the examination of the Inventory that the value of the property belonging to said estate is as follows:

```
South Half of the South Half of Section
2, Township 24 North, Range 5 East of
the 6th P. M. in Cuming County, Nebraska
Lot 4, Block 91 City of West Point
                                               $36,000.00
                                                14,000.00
American Business Shares
                                                 1,400.00
Standard Commercial Tobacco Co. - Shares no value
                                                 1,681.00
Incorporated Investors - Shares
                                                520.00
11,930.00
Republic of Colombia - Bond
E Bonds
G Bonds
                                                 8,000.00
Occidental Building & Loan - Stock
                                                 3,000.00
Cash on hand at time of death
                                                  .049.76
                             Total - -
                                                          - - - - 75,580.76
```

That there should be deducted from the foregoing amount for inheritance tax purposes the following:

```
Funeral Expenses
                                               ¥943.00
Executors Commission
                                                602,61
                                              1,712.62
Attorney's Fee
Court Costs
                                                115.00
Homestead Interest of Bessie A. Walla in
                                              4,765.18
Lot 4, Block 91, City of West Point, Nebr.
Widow's Statutory - one half
                                             37,790.38
Statutory exemption
                                             <u> 10.000.00</u>
                           Total Deductions - -
                                                     - - - $55,928.79
```

leaving a balance subject to taxation of \$19,651.97.

The Court therefore finds from the evidence that the interest of Bessie A. Walls in the amount of \$19,651.97 is subject to tax

# DEED *val 1531 *AGE 303

at the rate of \$1.00 per hundred being a total tax of \$197.00.

It is therefore ordered that Bessie A. Walla pay am inheritance tax the sum of \$197.00 together with interest at the rate of 7% per annum unless paid within the statutory period.

It is further ordered that the County Treasurer pay to each of F. H. Wackel and Charles Narquardt the sum of \$25.00 for their services as appraisers out of any funds in his hands for that purpose.

WITNESS my hand and official seal the day and year first above written.

County Judge

Filed June 1-1913 1 Among a Milliand

## DEED vo. 1531 PAGE 304

IN THE COUNTY COURT OF CUMING COUNTY, NEBRASKA.

In the Matter of the Estate )

FINAL DECREE

of Albert F. Walla, Deceased)

Now on this day of June, 1953, this matter came on to be heard upon the final report and petition for distribution of Bessie A. Walla, Executrix of the Estate of Albert F. Walla, deceased and upon the evidence on consideration whereof, the Court finds that due and legal notice of the filing of said report and petition and of the time and place of hearing thereon has been given as required by law; that said report is true and correct and ought to be allowed as the final account of the acts and doings of said Executrix in the administration of said estate.

The Court further finds that since the filing of spid report said Executrix has paid the Court costs of this court in full.

The Court further finds that the funeral expenses, expenses of last sickness and all claims and demands of every nature against said estate have been paid in full; that all due proceedings have been had for the proper filing, exmainstion and allowance of claims against said estate/including the giving of notice to creditors to present their claims; that the time limited by order of court for the presentation of claims has expired; that no claims were presented and that an order has been entered barring all claims and demands of every nature against said estate not filed; that the inheritance tax against said estate has been paid in full and that said estate is not subject to Federal Estate tax.

The Court further finds that said deceased died seized of the following described real estate, to-wit: South Half of the South Half ( $S \otimes S_2^{\frac{1}{2}}$ ) of Section Two (2), Township Twenty-Four (24) North, Range Five (5) East of the 6th P. H. and Lot Four (4)

## DEED VOL 1531 MGE 305

Block Hinety-One (91) City of West Point all in Cuming County, Mebraska.

The Court further finds that the only heirs at law of said deceased and the only persons interested in said estate are Bessie A. Walla, widow and sole legatee and devisee under soid Will and Betty Wray Walla, grand-daughter.

It is therefore CONSIDERED, ORDERED, ADJUDGED AND DEGREED that said report be and the same is hereby allowed as the final account of the acts and doings of said Executrix in the administration of said estate.

It is further ordered that the real and personal property belonging to said estate be and the same is hereby assigned and distributed to Bessie A. Walla as sole legatee and devisee.

It is further ordered that upon the filing of receipts showing payment of all sums to be paid by her, said Executrix he discharged.

WITNESS my hand and official seal the day and year first shove written.

- cone (1) MYR mail

The Same 23-1203

The Same 23-1203

The Same 23-1203



## U. S. TREASURY DEPARTMENT

**WASHINGTON 25** 

COMMISSIONER OF INTERNAL REVENUE

ADDRESS REFLY TO COMMISSIONER OF HITERALL PRYENTS AND REFER TO 0:A:UE -1-52-30290- Nebraska Estate of - Albert F. Walla Date of Death - May 9, 1952

DCT 6 1953

Bessie A. Walla, Executrix West Point, Nebraska

L

Dear Mrs. Walla:

As a result of the examination of the Federal estate tax return filed for the above-named estate, it has been determined that there is no liability for estate tax.

Very truly yours,

ActingDirector

Minari, Audit Division

FILED

JUN 26 1957

MILO A. KOROPIK, Genaty Judge

Clark County Cour

Form 6973 (Rev. Sept. 1952)

Grand 43

L SOFTENERAL PRINTING OFFICE 18-61030

317—Discharge of Administrator, Executor or Guardian. THE STATE OF NEBRASKA,) IN THE COUNTY COURT OF In the Matter of the Estate of Albert F. Walla CUMING Walla Bessie A. OF SAID COUNTY, GREETING: Whereas, It appears by the Records and proceedings of said Court, that you, the said Bessie A. Walla. Executrix have in all things faithfully and justly performed and discharged all and singular the duties and obligations which by law and the orders of said Court were required of, and enjoined upon you as such Executrix and that you have duly and fully accounted for and administered all of said Estate which has come into your possession in pursuance of law. Therefore, In consideration of the premises, you, the said Executrix are hereby discharged, exonerated and acquitted from any and all liabilities and troubles concerning your administration of said Estate, and your doings and proceedings are forever quieted, in so for as all matters and things which have come before this Court are concerned, and your Letters Testamentary heretofore granted are hereby revoked and annulled. In witness whereof, I have hereunto set my hand, and the seal of said Court this 26th day of June County Judge.

## UŁŁU vol. 1531 rige 308

STATE OF NEBRASKA

	COUNTY OF CUMING	) 55 )	CERTIFICATION OF RECORD	
	do hareby certify tha Will to Probate, Last	t the within and for Will and Testament Sessing Inheritance	dge within and for said County and State, oregoing is a true copy of the Order admitting twith Certificate of Probate thereto, Letter e Tax, Final Decree, Federal Estate Tax	
	Docket "	'J",Page 494, Case 1	No. 3034	
	in the matter of the	Estate of <u>Albert F</u>	. Walla	
	Deceased, as the same	appears on file an	nd of record in this office.	
	Witness my 1	hand and official s	seal this 12th day of May	
	SEP 12 1980	(941)	Den Dunggen Country Judge  by Thie C. Labelen	
	R. STEVENS, JR.  OUTY COURT ANATORIA CO. JEXAS  LINE SELECTION OF THE SERVING THE SERVING THE SERVING THE SERVING THE SERVING THE SERVING THE SERVING THE SERVING THE SERVING THE SERVING THE SERVING THE SERVING THE SERVING THE SERVING THE SERVING THE SERVING THE SERVING THE SERVING THE SERVING THE SERVING THE SERVING THE SERVING THE SERVING THE SERVING THE SERVING THE SERVING THE SERVING THE SERVING THE SERVING THE SERVING THE SERVING THE SERVING THE SERVING THE SERVING THE SERVING THE SERVING THE SERVING THE SERVING THE SERVING THE SERVING THE SERVING THE SERVING THE SERVING THE SERVING THE SERVING THE SERVING THE SERVING THE SERVING THE SERVING THE SERVING THE SERVING THE SERVING THE SERVING THE SERVING THE SERVING THE SERVING THE SERVING THE SERVING THE SERVING THE SERVING THE SERVING THE SERVING THE SERVING THE SERVING THE SERVING THE SERVING THE SERVING THE SERVING THE SERVING THE SERVING THE SERVING THE SERVING THE SERVING THE SERVING THE SERVING THE SERVING THE SERVING THE SERVING THE SERVING THE SERVING THE SERVING THE SERVING THE SERVING THE SERVING THE SERVING THE SERVING THE SERVING THE SERVING THE SERVING THE SERVING THE SERVING THE SERVING THE SERVING THE SERVING THE SERVING THE SERVING THE SERVING THE SERVING THE SERVING THE SERVING THE SERVING THE SERVING THE SERVING THE SERVING THE SERVING THE SERVING THE SERVING THE SERVING THE SERVING THE SERVING THE SERVING THE SERVING THE SERVING THE SERVING THE SERVING THE SERVING THE SERVING THE SERVING THE SERVING THE SERVING THE SERVING THE SERVING THE SERVING THE SERVING THE SERVING THE SERVING THE SERVING THE SERVING THE SERVING THE SERVING THE SERVING THE SERVING THE SERVING THE SERVING THE SERVING THE SERVING THE SERVING THE SERVING THE SERVING THE SERVING THE SERVING THE SERVING THE SERVING THE SERVING THE SERVING THE SERVING THE SERVING THE SERVING THE SERVING THE SERVING THE SERVING THE SERVING THE SERVING THE SERVING THE SERVING THE SERVING THE SERVING THE SERVING THE SERVING THE SERVING THE SERVING THE SERVING THE SERVING THE SERVING THE SERVING	CIFICATES FOR PURPO	OSE OF AUTHENTICATION	
	STATE OF NEBRASKA ) COUNTY OF CUMING )	SS		
	do hereby certify the general original juris V. Kahler, who execute so doing, the Clerk of qualified; that her si seal of said Court; the of said court; that sh said Certificate is in	at said Court is a sdiction in all mated the preceding ce f the County Court ignature is genuine nat she is the proper of due form of law; Court, as so certi	the County Court in and for said County, Court of Record, having and exercising eters pertaining to probate, that Effic ertificate, is now and was at the time of in and for said County; duly appointed and e; that the Seal thereof is the regular per custodian of the records and seal efficial to give said Certificate; that and that to the foregoing transcript ified, and annexed to said Certificate, full	
	Witness my h	mand and official s	seal at West Point, Nebraska, this 15th	
		941	Some J. Dungen County Judge	
	STATE OF NEBRASKA } COUNTY OF CUMING ]	89		
	State, do hereby certificate for Cuming County, in	ify that the Honora is now, and was at the State of Nebra	the County Court in and for said County and able James J. Duggan, who executed the time of \$00 doing, County Judge in and aska, duly elected and qualified, a and credit are and ought to be given.	
• •	official seal of said	Court at West Poin	percunto set my hand and affixed the of, Nebraska, this	
	May	, 19 80		
	· . :-	(A)		

County Court

#### LIST WILL AND TESTAMENT

NOW ALL MEN BY THESE PRESENTS: That I, Bessie A. Walla of West Point, Cuming County, Nebraska being of sound and disposing mind and memory and under no restraint or compulsion do hereby make, publish and declare this to be my Last Will and Testament in manner and form following, that is to say:

FIRST: I order and direct that my funeral expenses, expenses of last sickness and all claims and demands of every nature signist my estate be first paid by my Executor hereinafter named.

SECOND: After the payment of debts and expenses as provided in Paragraph "FIRS"" I give and be weath the following smms:

To Frank Urbanus nephew of my deceased husband the sum of ...500.00: To Parie Urbanus niece of my deceased bashoud the sub of 4500.00; To Rene Stable rend-member of my deceased busbond the sum of 4250.00;

To Hirke Stekl mife of Rene Stekl the sum of 0250.00;

In the event that any of said legaters shall die prior to by death then the legacies of that legace shall go to the brother or sister or the shouse of the above named legatees as the case may be.

THIRD: If I have not already made a contribution to the Compregational Church of West Point prior to my death, then I ive and bequeath to smid Church the sum of 41,000.00 but if I have already made such donation to the Church them I give un edifitional -250.00 but of my estate, such (mount or amounts to The used for Church turnoses as the Chustees may designate.

FOURIE: I give and bequeeth the sum of Ten Thousand (\$10,000.00) Pollars to Errgaret Durkee, mother of my ir nd-daughter Betty ' man Halle.

TITTY: I give and be death the sum of them Thousand (.10,000.00) to Pert Durks webond of Princet Durke.

The forejoing legacies shall be min by my Executor as soon as he shall deem probable after my death out of any personal respents retaining or on hind at the time of my death.

SIKTR: I live and bequeath to Margaret Durkee as Urustee the sum of Two Thousend (12,000,00) for each of her four children; Teut laid, Loyar, Schara and Laren to be used for the nurbose of

their education after they producte from Migh School which sums she shall invest in securities to be approved by the probate court in which this Will is probated, she to use the principal and income thereof for the purpose of their education and maintenance while in school. Provided that if one or more of said children shall die before finishing his or her education then any amount remaining in the share of that child shall be used for the benefit of the other children. Provided further that if any amount shall remain in said fund due to the death of any the of said children, then the same shall be distributed in equal shares to the brothers or sisters of said deceased this.

person I whorebooker situated, I give, devise and bequesth to my grand-daughter Petty Troy Walls and in the event that she is not of the age of twenty-one years at the time I die then I appoint her mother Margaret Durkee as Trustee, she to take possession of all red and personal property and manage and invest and re-invest the same until such time as my said grand-daughter shall reach the age of twenty-one years or a rry which even is sooner. In the event that my said grand-daughter to my death, then the property which she would be we received under this kill shall go to the persons who are then being at lew.

FIGHTH: I do hereb, appoint John J. Gross as Enemator of this Will and in the event that he shall die prior to my death, then I appoint Walter Sievers of Sorihner Nebruaka to act as such Precutor.

FIGH: I do hereby revoke any and all former Mills by me at any sine made.

Signed this 21 day of June, 1953.

Bessie a Valla

The foregoing instrument was on the day of the date thereof

(RECORDED AS PER ORIGINAL)

cined, published and declared by Bessie ... Lalla, the testatrix, as and for her Last Will and Testament in our presence and in the presence of each of us, and we at her request and in her presence and in the presence of each other sign our names hereto as attesting witnesses. And sold testatrix at the time of signing the same appeared to be of sound and disposing mind and memory and under no restraint or compulsion.

atterl of West Point, Nebraska.

of West Foint, Mebraska.

FEB 25, 1957
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(RECORDED AS PER ORIGINAL)

421-B-County Court, Probate: Certificate of Probate of Will .... ..

	· • • • • • • • • • • • • • • • • • • •	DEED \
	vol. 15	131 MGE 312
In the County Court of	CUMING	County, Nebraska.
In the Matter of Estate No. 4265  Bessie A. Walla	of }	CERTIFICATE OF PROBATE OF WILL
Dec	ceased. )	PRODUIT OF WILL
This is to certify that, on this 18th day of	March	1957 , the above and foregoing
instrument was found to be the last will and testame	ent of said deceased	l and was duly approved, according to law, as
the last will and testament of the real and personal of	estate of said deces	sed and the same was admitted to probate and
ordered recorded as such.		
In Testimony Whereof, I have hereunto set my	hand and official s	eal the day and year last above written.
(SEAL)	71/2	Lo y. Kenskis County Judge
Revised July, 1950.		



IN THE COUNTY COURT OF CUMING COUNTY, NEBRASKA.

In the Matter of the Estate of Bessie A. Walla, Deceased

FINAL DECREE

Now on this 19th day of November, 1957, this matter came on to be heard upon the Final Report and Petition for Distribution of John J. Gross, Executor of the Last Will and Testament of Bessie A. Walla, deceased, and upon the evidence on consideration whereof the Court finds that due and legal notice of the filing of said report and petition and that the time and place of hearing thereon has been given as required by law and that said report is true and correct and ought to be allowed as the final account of the acts and doings of said Executor in the administration of said estate.

The Court further finds that since the filing of said report, said Executor has paid out the following sums:

West Point Light & Water W	orks, final account	\$ 1.00
County Treasurer, personal	taxés	15.84
Abstract of title		60.00
Court costs		115.05
Attorneys fees		1897.04
•	Total	\$2088.93

Leaving a balance on hand of \$8,268.27.

The Court further finds that the funeral expenses, expenses of last sickness and all claims, demands, legacies and other charges against said estate including the estate and inheritance taxes have been paid in full; that all due proceedings have been had for the proper filing, examination and allowance of claims against said estate including the giving of notice to creditors to present their claims; that the time limited by order of Court for the presentation of claims has expired; that all claims presented were allowed and have been paid in full; that an order has been entered barring all claims and demands of every nature against said estate not filed.

The Court further finds that said deceased died seized of the following described real estate, to-wit:

Lot Four (4), Block (91) City of West Point and
The South Half of the South Half (S282) of Section
Two (2), Township Twenty-four (24) North, Range
Five (5) East of the 6th P. M. all in Cuming County,
Nebraska.



The Court further finds that Bert Durkee named as legatee in said Will has renounced the legacy provided therein and the same falls into the residue of said estate; that said deceased had made a contribution to the Congregational Church of West Point prior to her death and that therefore the legacy to the said Church was \$250.00 which was paid.

The Court further finds that the only heir at law of said deceased and the only person interested in said estate is Betty Wray Walla, Granddaughter.

IT IS THEREFORE CONSIDERED, ORDERED, ADJUDGED AND DECREED that said report be and the same hereby is allowed as the final account of the acts and doings of said Executor in the administration of said estate.

IT IS FURTHER ORDERED that said balance remaining be distributed to Betty Wray Walla, the residuary legatee and that said real estate be assigned according to the terms and provisions of said Last Will and Testament of Bessie A. Walla, deceased to Betty Wray Walla.

IT IS FURTHER ORDERED that upon the filing of receipts showing payment of sums to be paid by him said Executor be discharged.

County Judge

FILED

NOV 1 9 1957

M.K.
MILO A. KOKOPIK, COURSE JULICE

Clark County Court



STATE OF HEBRASKA )
COUNTY OF CUMUNG )

CERTIFICATION OF RECORD

I, James J. Duggan, County Judge within and for said County and State, do hereby certify that the within and foregoing is a true copy of the Last Will and Testament with certificate of probate attached and Final Decree,

in the matter of the Estate of BESSIE A WALLA, decreased

Decreased, as the same appears on file and of record in this office.

Witness my hand and official seal this 28th day of February

19 80



fames July July County July Cable

Carry of County Court

#### CERTIFICATES FOR PURPOSE OF AUTHENTICATION

STATE OF NEBRASKA )
COUNTY OF CUMING ) as

I, James J. Duggan, Judge of the County Court in and for said County, do hereby certify that said Court is a Court of Record, having and exercising general original jurisdiction in all matters pertaining to probate, that Effic V. Kahler, who executed the preceding certificate, is now and was at the time of so doing, the Clerk of the County Court in and for said County; duly appointed and qualified; that her signature is genuine; that the Seal thereof is the regular seal of said Court; that she is the proper custodian of the records and seal of said court, that she is the proper official to give said Certificate; that said Certificate is in due form of law; and that to the foregoing transcript of the record of said Court, as so certified, and annexed to said Certificate, full faith and credit ought to be given.

Witness my hand and official seal at West Point, Nebraska, this 28th day of February , 1980 .



County Judge

STATE OF NEBRASKA COUNTY OF CURLING

Filed for Record at 3.330'clock D. M. Sept 1.1973 H.R. Stevens, Jr. Clerk County Court, Brazoria Co., Texas By July Taute Deputy

I, Effie V. Kahler, Clerk of the County Court in and for said County and State, do hereby certify that the Honorable James J. Duggan, who executed the preceding certificate is now, and was at the time of sec doing, County Judge in and for Cuming County, in the State of Nebraska, duly elected and qualified, to all of whose acts as such, full faith and credit are and ought to be given.

IN TESTIMONY WHEREOF, I have bereunto set my hand and affixed the official seal of said Court at West Point, Nebraska, this 28th day of February , 19 80

(Second )

Oxer of County Court

va. 1531 mge 316

THE STATE OF TEXAS

COUNTY OF

KNOW ALL MEN BY THESE PRESENTS:

That

BETTY WRAY WALLA de GROH

COOK and State of ILLINOIS of the County of for and in consideration of the sum of Len 1 no/100 DOLLARS and other valuable consideration to the undersigned paid by the grantee herein named, the receipt of which is hereby acknowledged,

have GRANTED, SOLD AND CONVEYED, and by these presents do GRANT, SELL AND CONVEY unto FISH ENGINEERING & CONSTRUCTION, INC., a Texas Corporation

of the County of Harris

Texas and State of

, all of

the following described real property in

County, Texas, to-wit:

Trace 58% of the Brazos Coast Investment Company Subdivision #8, in the 3. J. Calvit League, Abstract #51, Brazonia County, Texas, according the recorded map or plat thereof recorded in Volume 2, page 143 and 144 of the Plat Records of Brazonia County, Texas:

TO HAVE AND TO HOLD the above descri successors marrienances thereto in anywise belonging unto the said grantee ,its / ments and assigns forever; heirs, executors and administrators to WARRANT

do hereby bind ME POREVER DEFEND all and singular the said premises unto the said grantee , its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

The grantor herein is married to Henry de Groh, Jr. The property conveyed herein is not and never was homestead property and was received by the undersigned by inheritance from her grandmother, Bessie Wray Walla, date of Cuming County, Nebraska.

EXECUTED

30th day of

, A. D. 19 80

This instrument was prepared by **JOHN M. TELLEEN, Attorney** 200 Cleaveland Building BOCK ISLAND, ILL. 61201

FILED FOR RECORD

AT 333 O'CLOCK P ...

SEP 12 1980

H. R. STEVENS, JR.

(Acknowledgment)

raigned authority, on this day personally appeared Betty Wray Walla de Groh

rson.......whose name is... mbacribed to the foregoing instrument, and acknowle scuted the same for the purposes and consideration therein expressed.

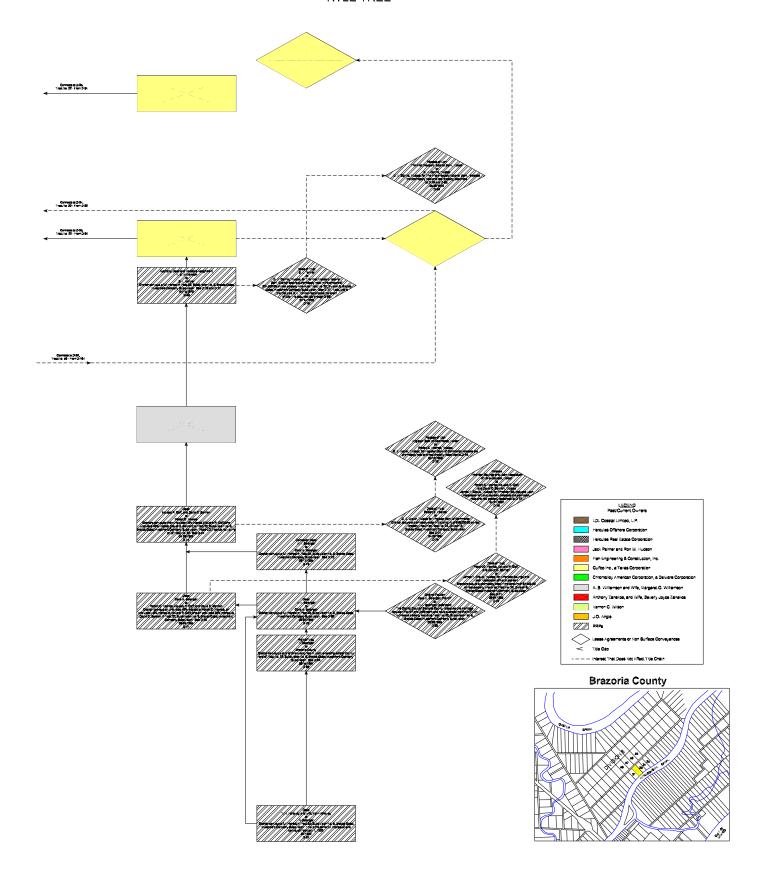
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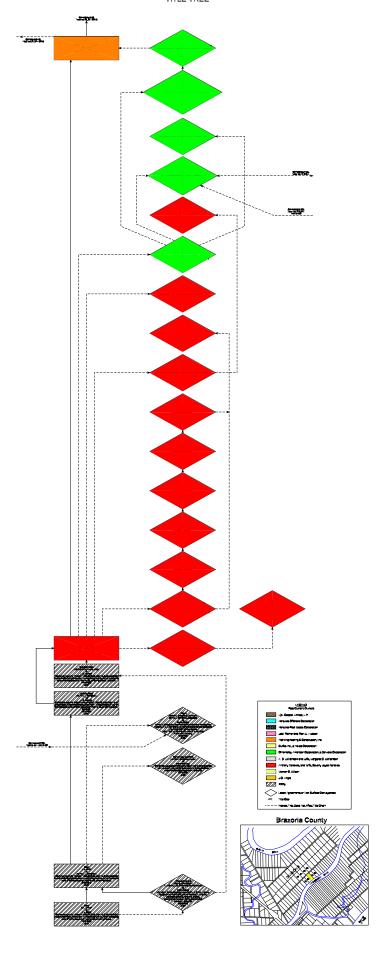
A. D. 19 80 .

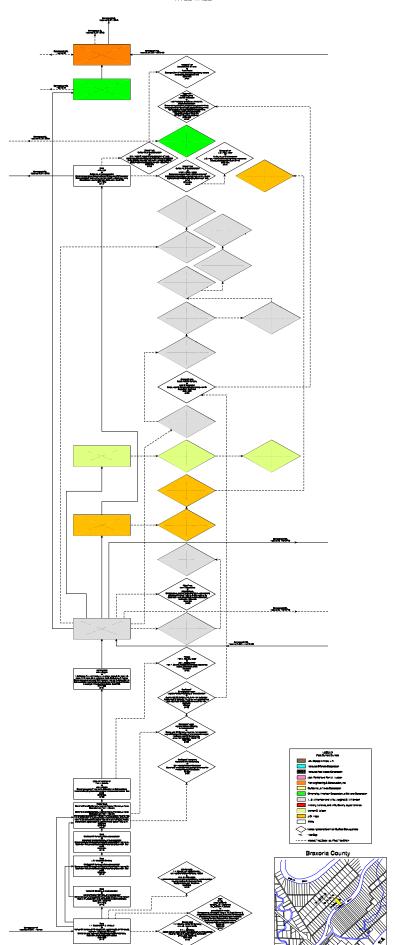
My commission expires: 3-23-/982

# ATTACHMENT 2 TITLE TREE DIAGRAMS

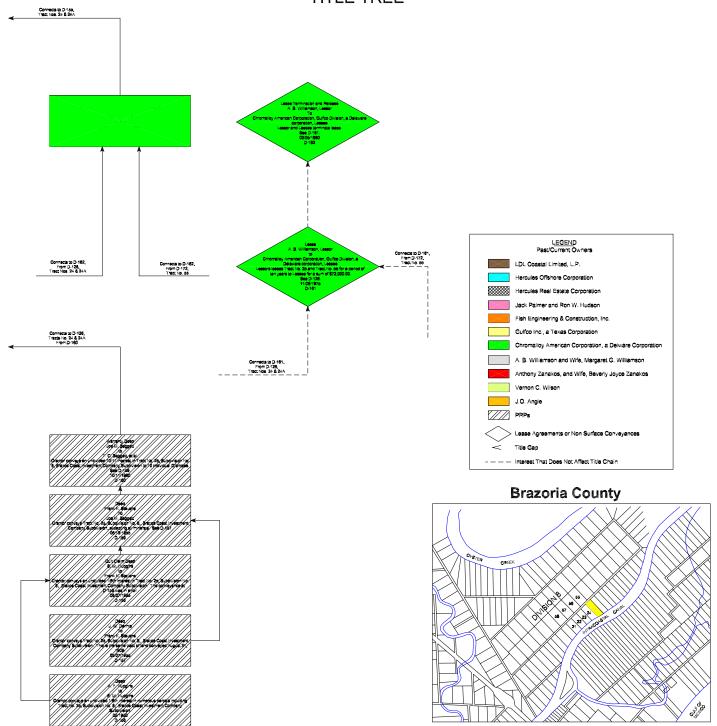
### GULF CO MARINE BRAZORIA COUNTY TEXAS TRACT NO. 22 TITLE TREE



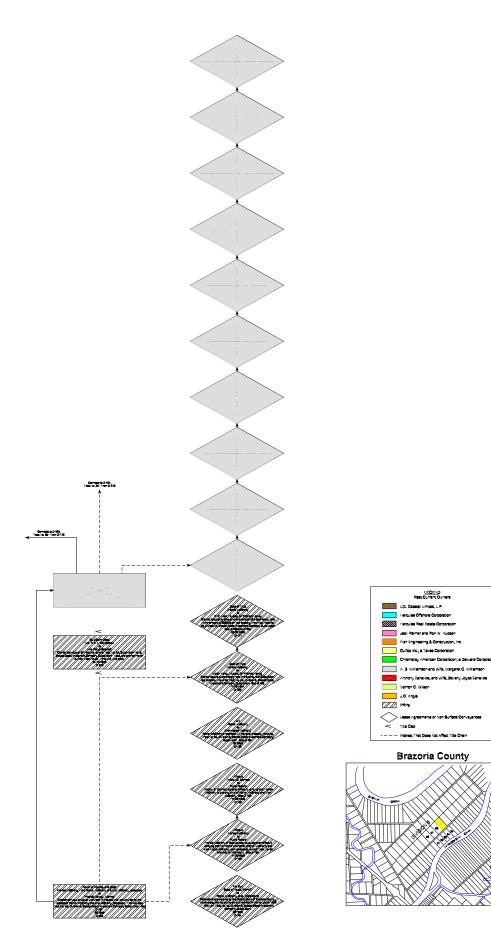




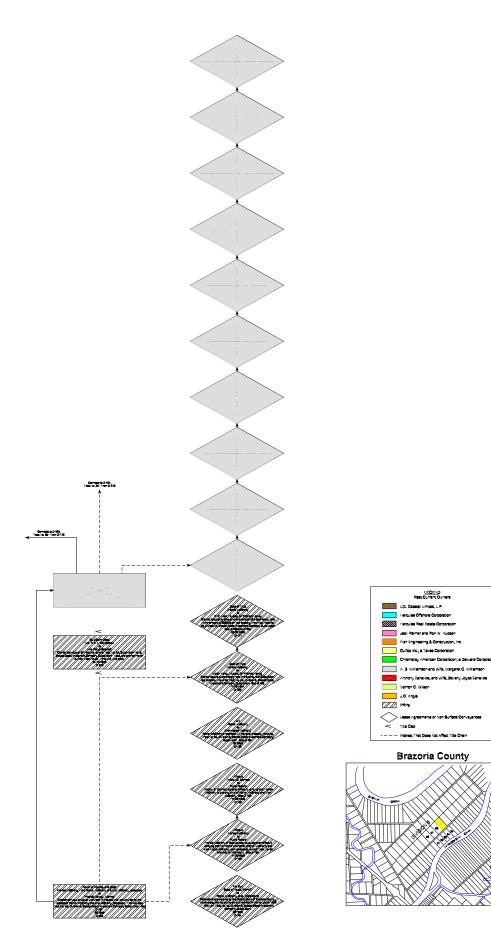
### GULF CO MARINE BRAZORIA COUNTY TEXAS TRACT NO. 25 TITLE TREE



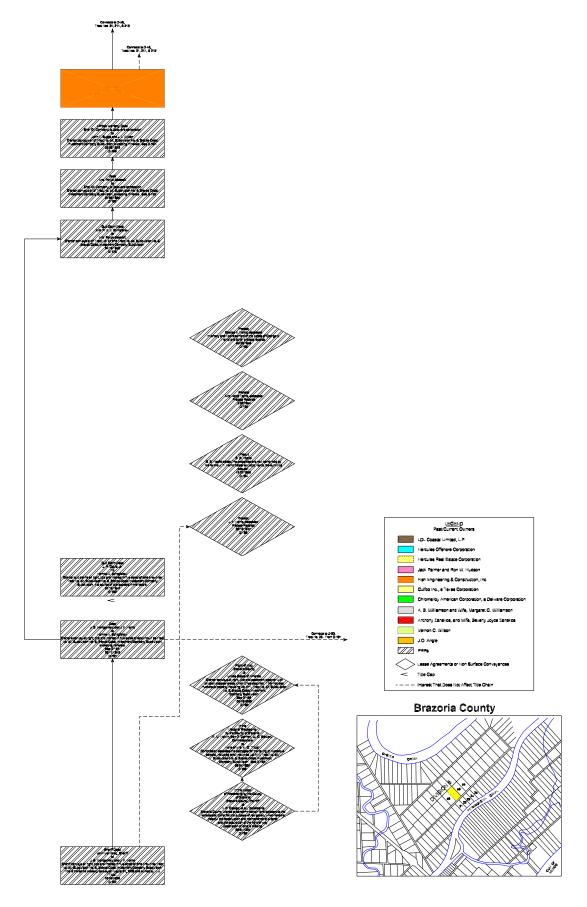
#### GULF CO MARINE BRAZORIA COUNTY TEXAS TRACT NO. 55 TITLE TREE



#### GULF CO MARINE BRAZORIA COUNTY TEXAS TRACT NO. 55 TITLE TREE



### GULF CO MARINE BRAZORIA COUNTY TEXAS TRACT 57 TITLE TREE



### GULF CO MARINE BRAZORIA COUNTY TEXAS TRACT 58 TITLE TREE

